

IN THE CIRCUIT COURT IN AND FOR BAY COUNTY, FLORIDA

**CENTENNIAL BANK, successor  
in interest to COASTAL COMMUNITY BANK,**

**Plaintiff,**

**vs.**

**CASE NO. 2011-CA-001684**

**D.R. LEWIS & ASSOCIATES, INC.;**  
**DAVID R. LEWIS;**  
**CHRISTLENA LAWTON as TRUSTEE OF THE**  
**LAWTON LIVING TRUST, DATED OCTOBER 18, 1999;**  
**R.M. SANDRIE a/k/a ROSE M. SANDRIE**  
**a/k/a ROSE SPANGLER; and**  
**TRUSTMARK NATIONAL BANK,**

**Defendants.**

FILED  
2012 OCT - 8 P 1:31  
BILL KINSAUL  
CLERK OF COURT  
BAY COUNTY, FLORIDA

**FINAL JUDGMENT OF FORECLOSURE UNDER COUNT III AND PARTIAL FINAL  
JUDGMENT AS TO LIABILITY UNDER COUNTS I AND II**

THIS CAUSE having come before the Court on the Plaintiff's Motion for final judgment for foreclosure under Count III and for partial final judgment as to liability under Counts I and II of Plaintiff's Amended Complaint, and the Court having considered the pleadings and affidavits on file, heard argument of counsel and determined there are no genuine issues of material fact as to Plaintiff's Amended Complaint with regard to the relief requested in the motion, finds that a summary final judgment under Count III and for partial final judgment as to liability under Counts I and II should be entered, the Court finds as follows:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. The answer and affirmative defenses filed and raised by Defendants, D.R. Lewis & Associates, Inc. and David R. Lewis, contain no legal or equitable defense recognized under Florida law or not otherwise negated by the affidavits filed by Plaintiff. Defendants D.R. Lewis & Associates, Inc. and David R. Lewis are liable under the subject promissory note and guaranty, respectively, for damages to Plaintiff and the Court reserves jurisdiction herein to determine the

amount of said damages following the foreclosure sale upon proper motion by Plaintiff for a deficiency judgment against D.R. Lewis & Associates, Inc. and David R. Lewis.

3. Coastal Community Bank loaned money to defendants, D.R. Lewis & Associates, Inc., borrower and David R. Lewis, guarantor, expecting to have a first mortgage lien on the real property that is the subject of this action as security for the loan.

4. At the time Coastal Community Bank made the loan to D.R. Lewis & Associates, Inc. and David R. Lewis it believed D.R. Lewis & Associates, Inc. owned fee simple title to the subject property.

5. When Coastal Community Bank made the loan to D.R. Lewis & Associates, Inc. it made arrangements to pay off all existing liens on the subject property so that it would have a first priority mortgage lien on the property. The loan at issue in this case is now owned by Centennial Bank.

6. Christlena Lawton as Trustee of the Lawton Living Trust dated October 18, 1999 conveyed all right, title and interest to the subject property to D.R. Lewis & Associates, Inc. and will not be prejudiced by this action.

7. Defendants, R.M. Sandrie a/k/a Rose M. Sandrie a/k/a Rose Spangler and Trustmark National Bank will not be prejudiced by the application of equitable subrogation doctrine as to Plaintiff's claims in this case. These defendants have been defaulted in this action and admit all allegations of Plaintiff's complaint.

8. To the extent R.M. Sandrie a/k/a Rose M. Sandrie a/k/a Rose Spangler claims or may claim a superior interest to Plaintiff in the subject property, Plaintiff is equitably subrogated to the position of R.M. Sandrie a/k/a Rose M. Sandrie a/k/a Rose Spangler and entitled to an equitable lien on the property described in the mortgage in the amount set forth below.

9. Plaintiff is entitled to foreclose its equitable lien created by its subrogation rights as well as the equitable lien created by its mortgage lien secured by the subject property.

It is therefore ORDERED and ADJUDGED that:

10. Plaintiff, CENTENNIAL BANK, is due:

Principal	\$ 308,855.64
Interest through October 8, 2012	\$ 40,801.60
Late Fee	\$ 500.66
Title Search Expense	\$ 150.00
Attorneys Fees:	
Finding as to reasonable number of hours: (32.3 attorney hours/34.7 paralegal hours)	
Finding as to reasonable hourly rate: (\$285.00 – \$125.00 attorney time/ \$125.00 paralegal time)	
Attorneys' fees total	\$ 10,756.45
Court costs now taxed	<u>\$ 3,312.00</u>

**TOTAL** **\$ 364,376.35**

that shall bear interest at the statutory rate of 4.75% per annum from the date of this judgment until paid in full pursuant to §55.03, Florida Statutes (2012).

11. Of the amounts adjudged to be due Plaintiff as set forth in paragraph 10 above, Plaintiff holds an equitable lien for the total sum that is superior to any and all claims or estates of Defendants on the following described real and personal property located in Bay County, Florida:

PARCEL 1: A PARCEL OF LAND BEGINNING 175 FEET SOUTH OF NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE RUN EAST 90 FEET, THENCE RUN SOUTH 75 FEET, THENCE RUN WEST 90 FEET, THENCE RUN NORTH 75 FEET TO THE POINT OF BEGINNING. BEING IN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA.

PARCEL 2: BEGINNING ON THE HALF SECTION LINE AT THE INTERSECTION OF JENKS AVENUE AND ELEVENTH STREET, THENCE RUNNING SOUTH ALONG THE WEST SIDE OF JENKS AVENUE 175 FEET, THENCE RUNNING WEST 90 FEET FOR POINT OF BEGINNING, THENCE RUNNING SOUTH 75 FEET, THENCE RUNNING WEST 50 FEET TO AN ALLEY, THENCE RUNNING NORTH 75 FEET, THENCE RUNNING EAST 50 FEET TO THE POINT OF BEGINNING. BEING IN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA.

12. If the total sum with interest at the rate prescribed by law and all costs of this action accruing subsequent to this judgment are not paid within the time required by law, the

Clerk of this Court shall sell the property at public sale on January 11, 2013, 2012, to the highest bidder for cash, except as prescribed below, at www.bay.realforeclose.com at 11:00 a.m., in accordance with Section 45.031, Florida Statutes.

13. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser at the sale, the Clerk shall credit Plaintiff's bid with the total sum of this judgment with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

14. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 10 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

15. On filing the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

16. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, an order for writ of possession and a deficiency judgment.

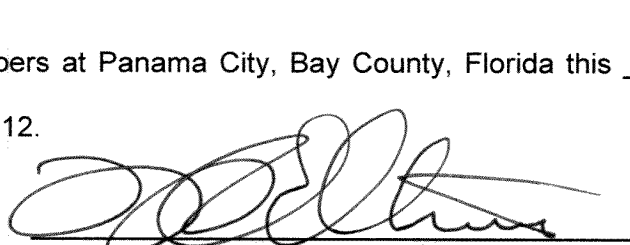
17. If this property is sold at public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to the final judgment of foreclosure. If you are a subordinate lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than 60 days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

18. If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, Bay County Courthouse, 300 E. 4<sup>th</sup> Street, Panama City, Florida 32401 within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the clerk has in the registry of the court.

19. If you decide to sell your property or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Northwest Florida Legal Services at (850)432-2336 to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Northwest Florida Legal Services for assistance, you should do so as soon as possible after receipt of this notice.

20. Plaintiff's Address: Centennial Bank, 635 East Baldwin Road, Panama City, Florida 32405.

DONE AND ORDERED in Chambers at Panama City, Bay County, Florida this 8<sup>th</sup> day of October, 2012.



HONORABLE THOMAS R. ELLINOR  
CIRCUIT COURT JUDGE

**Conformed Copies to:**

- Megan F. Fry, Esq.
- T. Harris Collier, III, Esq.
- D. R. Lewis & Associates, Inc.
- David R. Lewis
- R.M. Sandrie a/k/a Rose M. Sandrie
- a/k/a Rose Spangler