

IN THE CIRCUIT COURT IN AND FOR BAY COUNTY, FLORIDA

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

Plaintiff,

vs.

CASE NO: 2010-CA-001775

**LARRY B. THACKER and his wife;
CARLOTTA APPLEMAN THACKER;
LARRY THACKER CONSTRUCTION, INC.;
LARRY BRUCE THACKER and CARLOTTA
APPLEMAN THACKER, AS TRUSTEES OF
THE THACKER FAMILY REVOCABLE LIVING
TRUST DATED FEBRUARY 12, 2010;
VISION BANK; CEDAR GROVE COMMERCE
PARK PROPERTY OWNERS ASSOCIATION, INC.;
BEACH COMMERCE PARK OWNERS
ASSOCIATION, INC.; and TWIN DENT, INC.,**

Defendants.

FILED
2013 MAR -4 A 11:01
BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

SUMMARY FINAL JUDGMENT OF FORECLOSURE

This matter is before the Court on Plaintiff's Motion for summary judgment, and the Court having reviewed the pleadings and affidavits on file and, otherwise being fully advised in all relevant matters, finds that the motion is well taken and is therefore **GRANTED**. It is,

ORDERED AND ADJUDGED THAT:

1. This Court has jurisdiction over the parties to this action and the subject matter of this action.
2. The answer and affirmative defenses filed and raised by Defendants contain no legal or equitable defense recognized under Florida law or not otherwise negated by the affidavits filed by Plaintiff. Plaintiff has sustained the allegations of the complaint against Defendants and is entitled to the relief prayed for in this action.
3. On October 17, 2012, Plaintiff obtained an Order from the United States Bankruptcy Court for the Northern District of Florida, Panama City Division in Case No. 12-50370-KKS granting its Motion for Relief from the automatic stay to proceed with the instant foreclosure proceeding.

4. Plaintiff, CENTENNIAL BANK, is due the following:
pursuant to Exhibits **A, B, C**:

1)	Principal	\$1,553,967.57
(2)	Interest through March 3, 2013	\$256,101.98
(3)	Late charges	\$322.46

pursuant to Exhibits **D, E, F**:

(1)	Principal	\$1,474,830.57
(2)	Interest through March 3, 2013	\$239,920.84
(3)	Late charges	\$1,085.64

pursuant to Exhibits **G and H**:

(1)	Principal	\$668,871.44
(2)	Interest through March 3, 2013	\$109,799.94
(3)	Late charges	\$171.83

pursuant to Exhibits **I and J**:

(1)	Principal	\$100,000.00
(2)	Interest through August 6, 2012	\$16,511.70
(3)	Late charges	\$20.83

Attorneys Fees:	<u>\$3,287.06</u>
Finding as to reasonable number of hours:	
10.5 attorney/8.4 paralegal	
Finding as to reasonable hour rate:	
\$285.00-\$210.00 attorney/ \$125.00 paralegal	

TOTAL AMOUNT DUE	<u>\$4,424,891.86</u>
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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).

5. Plaintiff holds a lien for the total sum superior to all claims or estates of Defendants on the following described real and personal property located in Bay County, Florida:

Real Property

See "Exhibit A" attached hereto.

Personal Property

See "Exhibit B" attached hereto.

5. If the total sum due with interest at the rate described in paragraph 3 and all costs accrued 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 April 18, 2013, to the highest bidder for cash, except as prescribed below, via online bid at www.bay.realforeclose.com, in accordance with section 45.031, Florida Statutes.

6. 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 for 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 with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

7. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale as far as they are sufficient, by paying: First, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate of Title; third, Plaintiff's attorneys' fees; fourth, the total sums due Plaintiff less the items paid, plus interest prescribed in paragraph 3 from this date to the date of the sale; and by retaining any amount remaining pending further order of this Court.

8. On filing the Certificate of Sale, Defendants and all persons claiming under or against Defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

9. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, an order directing the clerk to issue any writs of possession.

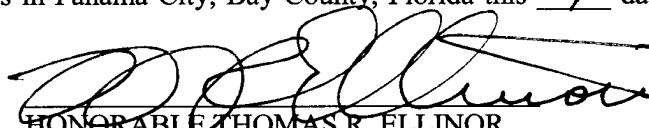
10. If this property is sold at public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to the final judgment of foreclosure. If you are a subordinate lienholder claiming a right to funds remaining after the sale, 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.

11. 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 East Fourth Street, Panama City, Bay County, Florida 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.

12. 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 Legal Services of North Florida, Inc. at (850) 769-3581 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 Legal Services of North Florida, Inc. for assistance, you should do so as soon as possible after receipt of this notice.

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

DONE AND ORDERED in Chambers in Panama City, Bay County, Florida this 4th day of March, 2013.


HONORABLE THOMAS R. ELLINOR
BAY COUNTY CIRCUIT JUDGE

Conformed Copies to:

Megan F. Fry, Esq.

Jason Mosley, Esq.

Brandon T. Crossland, Esq.

Kenneth M. Borick, Esq.

Michael S. Burke, Esq.

Carlotta Appleman Thacker, Esq.

Exhibit A

Parcel 1: Lot "F", Lyndell Commercial Park, according to the plat on file in Plat Book 17, page 46, public records of Bay County, Florida;

Parcel 2: COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30-A (200 FOOT RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 60 DEGREES 09 MINUTES 27 SECONDS EAST

ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 2323.98 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 58 SECONDS EAST FOR 1784.97 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY LINE OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2311, PAGE 803 FOR THE FOLLOWING COURSES; NORTH 29 DEGREES 54 MINUTES 26 SECONDS EAST FOR 223.49 FEET; THENCE SOUTH 60 DEGREES 05 MINUTES 21 SECONDS EAST FOR 518.85 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 34 SECONDS WEST FOR 153.39 FEET; THENCE DEPARTING SAID BOUNDARY LINE, RUN NORTH 60 DEGREES 05 MINUTES 21 SECONDS WEST FOR 47.77 FEET; THENCE SOUTH 30 DEGREES 08 SECONDS 42 MINUTES WEST FOR 66.57 FEET; THENCE NORTH 60 DEGREES 31 MINUTES 08 SECONDS WEST, 470.85 FEET TO THE POINT OF BEGINNING;

Parcel 3: Lot 9 of CEDAR GROVE COMMERCIAL PARK, according to the Plat thereof as recorded in Plat Book 23, Page(s) 76-81, of the Public Records of Bay County, Florida.

Exhibit B

ALL OF THE ASSETS OF LARRY THACKER (the Debtor, also referred to herein as the Maker) related to or owned in connection with the former Source One commercial building at 11935 Panama City Beach Parkway, Panama City Beach, Bay County, FL, being tax parcel ID No. 34039-166-000, INCLUDING:

(A) Tangible collateral: All goods presently owned or hereafter acquired, whether or not constituting fixtures, and all replacements, substitutions, additions, and accessions thereto, including, without limitation, all inventory, equipment, machinery, hand tools, leasehold improvements, all records, office equipment and furniture and furnishings; all development rights, air rights, water and water rights, and all estates, rights, titles, interest, privileges, tenements, hereditaments and appurtenances belonging or relating to the subject lands, and all reversions, remainders, rents, issues, profits, and all rights, whether arising in law or equity (including any all recoveries in condemnation or inverse condemnation); all present and future structures, building, and improvements, including (but not limited to) all apparatus, equipment and appliances used in connection with the lands and improvements, such as heating and AC, sewage disposal, refrigeration, utility, and other systems and facilities on the lands; all machinery, furniture, fittings, apparatus, equipment and other personal property located upon or under the lands and used in connection with the past, present, or future operation of any business on the lands; all materials and supplies delivered to the Maker or used or to be used on construction of any improvements on the subject lands; all trade, domestic or ornamental fixtures, appurtenances, or personal property (whether intended to be affixed to the real property or not), including all draperies, carpeting, wall covering, light fixtures and ceiling fans and all other tangible personal property of every kind and description related to the subject lands;

(B) Intangible collateral: All of the Maker's accounts, contract rights and general intangibles, now owned or existing or hereafter contracted for or accruing, arising or acquired, and including any interest of Maker in any monies, accounts, obligations or debts owed to Maker with respect to the subject lands; all license rights relating or appurtenant to, or used with respect to, any lands owned by the Company Maker; all rents, profits, proceeds and income from the subject lands, including (but not limited to) all rights under past, present or future leases or rental agreements (including deposits); all proceeds and claims from any of the collateral acting as security; all general intangibles relating to the development, construction on, sale, or use of the subject lands, including, but not limited to, all contract rights and all governmental permits (or legal or equitable rights to permits) for activities on or use of the subject lands; all rights to carry on business under the names currently in use or in use in the future; all trademarks and goodwill in any way relating to the lands; and all rights to or proceeds of any lease or contract for sale or use of the subject lands or for construction of improvements thereon (including retainages);

(C) Proceeds; after-acquired collateral: Accessions, substitutions, additions, proceeds and profits (including those arising from any insurance or tort or contract claims with respect to the property described above) of any of the property described above; and all of the above, whether now existing or hereafter acquired at any time.

As used above, "accounts" shall include, but not be limited to, all accounts and accounts receivable, whether or not earned by performance, all sums of money or other proceeds due or becoming due, all instruments pertaining thereto, all guarantees and security therefor, and all tax refunds or overpayments of any kind. As used above, "contract rights" shall include, but not be limited to, contracts and other rights of Makers, all rights of the Makers to damages or to the payment of money, all leases, and all franchises, permits, licenses and other governmental or private authorizations or rights of the Makers with respect to their business activities wheresoever located. As used above, "general intangibles" shall include, but not be limited to, all bills of sale and instruments of conveyance, bills of lading, dock warrants, dock receipts, warehouse receipts and other documents of title, chattel paper, instruments, notes, policies and certificates of insurance, unearned insurance premiums, securities, deposits, cash, trade names, copyrights, service marks, trade marks, and all other general intangibles of every kind and description. As used herein, "inventory" shall include, but not be limited to, all inventory and other goods of the Makers held or intended for sale or lease or to be furnished under contracts for services, and all raw materials, work in progress, finished goods, goods returned by customers, and materials and supplies of every kind and returned by customers, and materials and supplies of every kind and description. As used herein, "records" shall include, but not be limited to, all blueprints, plans, customer lists and files, computer programs and files, software and all other records and writings pertaining to the business, properties or affairs of the Makers, of every kind and description.