

IN THE CIRCUIT COURT OF THE  
FOURTEENTH JUDICIAL CIRCUIT IN AND  
FOR BAY COUNTY, FLORIDA

SRB SERVICING, LLC,

CASE NO.: 12-1277 CA

Plaintiff,

vs.

SCHULTZ PROPERTIES, INC., a  
Florida corporation, JOHN R. SCHULTZ,  
an individual, SCOTT R. FOSTER, an  
individual, RIVERCAMPS ON CROOKED  
CREEK COMMUNITY ASSOCIATION, INC.,  
a Florida non-profit corporation, ST. JOE  
COMMUNITY FOUNDATION, INC., a  
Florida non-profit corporation,  
UNKNOWN TENANT IN POSSESSION,

Defendants.

FILED  
2013 APR 15 P 4: 05  
BILL KINSAUL  
CLERK OF COURT  
BAY COUNTY, FLORIDA

**FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE having come before the Court on Plaintiff, SRB Servicing, LLC's Motion for Summary Final Judgment of Foreclosure, and the Court having considered the pleadings and proofs submitted, having reviewed the court file, having heard arguments from counsel, and being otherwise fully advised, finds as follows:

1. This Court has jurisdiction of the subject matter hereof and the parties hereto.
2. The address of Defendant, SCHULTZ PROPERTIES, INC. ("Borrower") is 118 West Adams Street, 600, Jacksonville, FL 32202; the address of Defendant, JOHN R. SCHULTZ ("Mr. Schultz") is 4135 Water Oak Lane, Jacksonville, FL 32202; the address of Defendant, SCOTT R. FOSTER ("Mr. Foster") is 2801 Lorimier Terr., Jacksonville, FL 32207; and the address of Defendant, RIVERCAMPS ON CROOKED CREEK COMMUNITY ASSOCIATION, INC. ("Rivercamps") (Mr. Schultz, Mr. Foster and Rivercamps are collectively referred to as the

“Guarantors”) is 215 Grand Blvd., Ste. 200, Miramar Beach, FL 32550; the address of ST. JOE COMMUNITY FOUNDATION, INC. (“St. Joe”) is 133 S. Watersound Parkway, Watersound, FL 32413. The address of Plaintiff, SRB SERVICING, LLC (“Plaintiff”), is 249 Mack Bayou Loop, Ste. 302, Santa Rosa Beach, FL 32459.

3. Each of the Defendants in this action have been properly served with a Summons and a copy of the Complaint filed by Plaintiff.

4. Borrower and Guarantors are in breach of the Loan Documents (as defined in the Motion)<sup>1</sup>, the Defendants have failed to raise any genuine issue of material fact, and as such, Plaintiff is entitled to the entry of Final Judgment of Foreclosure as a matter of law.

5. All parties were properly served with the Motion for Summary Final Judgment of Foreclosure and the Notice of Hearing at least twenty (20) days in advance of the hearing and the Defendants have failed to file anything in opposition.

6. The Court has reviewed Plaintiff’s Affidavits in Support of the Motion. The equities are with the Plaintiff and against the Defendants.

7. Plaintiff is the prevailing party as to all Counts of its Complaint.

8. The Court further finds that 39.6 hours were reasonably expended by Plaintiff’s counsel and that a blended hourly rate of \$164.00 is appropriate. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient’s Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

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<sup>1</sup> Capitalized terms not defined herein shall have the same meaning as set forth in Plaintiff’s Motion for Summary Final Judgment of Foreclosure.

This Court **ORDERS** and **ADJUDGES** that:

1. Plaintiff's Motion for Summary Final Judgment of Foreclosure is **GRANTED**.
2. There is presently due to the Plaintiff under the Note sued upon the following sums:

Principal:	\$402,783.01
Accrued Interest on Note as of 2/11/13:	\$29,282.56
Interest between 2/12/13 and 4/15/13:	\$4,096.97
Attorneys' Fees:	\$6,494.40
Legal Costs:	\$2,786.50
<b>Total Amount Due:</b>	<b>\$445,443.44</b>

3. Thus, Plaintiff, SRB SERVICING, LLC, is awarded a final judgment of foreclosure against Defendants, SCHULTZ PROPERTIES, INC., JOHN R. SCHULTZ, and SCOTT R. FOSTER, jointly and severally, in the total amount of **\$445,443.44**, which shall bear interest at the rate of 4.75% per annum.

4. Further, the Mortgage sued on by the Plaintiff in this cause constitutes a valid first lien on the Property (defined below), and the Mortgage is in default as alleged in the Complaint.

5. Plaintiff holds a lien for the total sum superior to any claim or estate of Defendants on the real and personal property described in the Mortgage (together herein described as the "Property") located in Bay County, Florida, which is more particularly described as:

**Lot 129, Rivercamps on Crooked Creek Unit 2, according to the map or plat thereof, as recorded in Plat Book 20, Pages 49 through 55, inclusive, of the Public Records of Bay County, Florida.**

If the total sum above with interest at the rate prescribed by law, and all costs accrued

subsequent to this Final Judgment, are not paid in full, the Clerk of this Court shall sell the Property at public sale on May 30, 2013, at 11:00 a.m., or soon thereafter, to the highest bidder for cash, except as set forth in this Final Judgment, at [www.bay.realforeclose.com](http://www.bay.realforeclose.com), in accordance with §45.031, Fla. Stat.

6. Plaintiff may assign this Final Judgment and its credit bid by the filing of a Notice of Assignment without further order of this Court.

7. 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. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum due under this Final Judgment together with interest and costs accruing subsequent to this Final Judgment, or such part of it, as is necessary to pay the bid in full.

8. After confirmation of the sale, whether confirmation is by the Clerk's filing of the Certificate of Title or by Order of this Court ruling on objections to the sale, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, Plaintiff's attorneys' fees; third, the total sum due to Plaintiff plus interest at the rate prescribed by law from this date to the date of the sale; and last, by retaining any remaining amount pending the further order of this Court. The highest bidder at the sale shall pay the documentary stamps affixed to the Certificate of Title and the cost, if any, of recording the Certificate of Title.


9. Notice pursuant to §45.031, Fla. Stat.:

**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.**

**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**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 CIRCUIT COURT, BAY COUNTY COURTHOUSE, 300 EAST 4<sup>TH</sup> STREET, PANAMA CITY, FL 32401, (850)763-9061 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.**

**IF YOU DECIDE TO SELL YOUR HOME 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, 211 E. 11<sup>TH</sup> STREET, PANAMA CITY, FLORIDA 32401-2938, T: (850) 769-3581, F: (850) 785-2041, WEBSITE: WWW.LSNF.ORG 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, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

10. On filing the Certificate of Title, Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be forever foreclosed of all right, title, interest, estate, or claim in the Property being sold, and shall be forever barred and foreclosed of any and all equity or right of redemption in and to said Property, *except as for Ch. 720, F.S.* 


11. After the conclusion of the sale, whether confirmation is by the Clerk's filing of the Certificate of Title or by Order of this Court ruling on objections to the sale, the purchaser at the sale, its agents, representatives, successors or assigns, shall without delay be let into possession of the

Property as conveyed, and should anyone not deliver possession of the Property to the purchaser, the Clerk shall, upon request and without further order of the Court, immediately issue a writ of possession and deliver same to the sheriff for execution.

12. Any advances or additional costs of the Plaintiff may be added to the amount of Plaintiff's judgment prior to the public sale by filing with the Clerk of Court an affidavit of the Plaintiff which is served on all parties, including defaulted parties, prior to the date of the sale, which affidavit includes proof of payment of any such advances or additional costs.

13. Jurisdiction of this action is retained to enter further orders as are proper including, without limitation, deficiency judgments, award of attorneys' fees and costs, and writs of possession.

DONE AND ORDERED in Bay County, Florida, this 15<sup>th</sup> day of April, 2013.

  
THE HONORABLE THOMAS R. ELLINOR  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I HEREBY certify that a true and correct copy of the foregoing was furnished via First Class U.S. Mail this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to: Andrew T. Dixon, Esq., Winderweedle, Haines, Ward & Woodman, P.A., P.O. Box 1391, Orlando, FL 32802-1391 ([adixon@whww.com](mailto:adixon@whww.com)); Kenneth Borick, Esq., *Attorney for St. Joe*, The St. Joe Company, 133 S. WaterSound Parkway, WaterSound, FL 32413 (Email: [ken.borick@joe.com](mailto:ken.borick@joe.com)); Timothy J. Sloan, Esq., *Attorneys for Rivercamps*, Charles J. Stafford, Esq., 427 McKenzie Ave., Panama City, FL 32402 ([tsloan@sloanpa.com](mailto:tsloan@sloanpa.com); [cstafford@sloanpa.com](mailto:cstafford@sloanpa.com); [jcartwright@sloanpa.com](mailto:jcartwright@sloanpa.com)); Eric N. McKay, Esq., *Attorney for Scott Foster*, Stutsman Thames & Markey, P.A., 50 N. Laura Street, Ste. 1600, Jacksonville, FL 32202 (Email: [enm@stmlaw.net](mailto:enm@stmlaw.net)); Schultz Properties, Inc., c/o Guy T. Selander, Jr. as Registered Agent, 4209 Baymeadows Rd., Ste. #1, Jacksonville, FL 32217 and John R. Schultz, 4135 Water Oak Lane, Jacksonville, FL 32202.

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Attorney / Judicial Assistant