

IN THE CIRCUIT COURT IN AND FOR BAY COUNTY, FLORIDA

FILED

**HANCOCK BANK, as assignee of the
FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
PEOPLES FIRST COMMUNITY BANK,
PANAMA CITY, FLORIDA,**

2013 SEP -6 P 12:17

BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

Plaintiff,

v.

CASE NO.: 2013-CA-000024

**NOAH A. LEGEAR, JR. A/K/A NOAH
LEGEAR; and JAN B. LEGEAR,**

Defendants.

**FINAL JUDGMENT IN FAVOR OF HANCOCK BANK
AND FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came before the Court on Plaintiff Hancock Bank's Motion for Summary Final Judgment (the "Motion"). Hancock Bank's address is 1022 W. 23rd Street, Panama City, Florida 32405. The Defendants, Noah A. Legear, whose address is 4412 W. 25th Street, Panama City, Florida 32405, and Jan B. Legear, whose address is 4412 W. 25th Street, Panama City, Florida 32405 (Noah A. Legear and Jan B. Legear being collectively, individually, and interchangeably referred to as the "Defendants"), have been properly served and have filed an answer through their attorney(s) of record. Proper notice of said hearing has been provided to the foregoing Defendants. This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the Complaint against the Defendants on Counts II, III, and IV; that since Plaintiff has sustained the allegations of Counts III and IV of the Complaint, the Motion on Count V is moot; and that Plaintiff is entitled to the relief prayed for in Counts II, III, and IV, and that the Court has jurisdiction to grant same. It is therefore,

ORDERED AND ADJUDGED that:

1. This Court has jurisdiction of the subject matter and the parties of this cause; further, that the allegations contained herein have been proved by competent substantial evidence, and there are no

material issues of fact or law and this Final Judgment and Final Judgment of Foreclosure is in satisfaction of Counts II, III, IV, and V of the Complaint.

2. That the equities of this cause are with the Plaintiff and against the Defendants.

As to COUNT II (Suit on Note):

3. Plaintiff Hancock Bank, as the owner and holder of the promissory note executed by Noah A. Legear, on January 22, 2008, in the original principal amount of \$72,800, shall recover from Noah A. Legear the following amounts:

i.	Principal	\$ 70,515.08
ii.	Interest from January 22, 2011 through July 16, 2013	\$ 27,161.46
iii.	2010 Property Taxes	\$ 1,198.49
iv.	Forced Place Insurance Premium	\$ 2,197.59
JUDGMENT TOTAL		\$101,072.62

with interest continuing to accrue at the per diem rate of \$34.27816389 until the date of this judgment, plus interest at the rate of 4.75% per year, said rate to be adjusted annually on January 1 of each year in accordance with §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, **for all of which let execution issue.**

As to COUNTS III (Equitable Lien) & IV (Foreclosure of Equitable Lien):

4. The monies evidenced by the promissory note described in Paragraph 3 were used to purchase the real property described herein below; therefore, at the time the real property was purchased on January 22, 2008, Plaintiff became entitled to a lien upon the property in the amount of the purchase price monies, and said lien is now, and always has been, superior to any right(s) of Noah A. Legear or Jan B. Legear, and said lien is now, and always has been, superior to any right(s) the foregoing, including but not limited to any right(s) the foregoing may have as tenants-by-the-entireties in the property. See Spikes v. OneWest Bank, 106 So.3d 475 (Fla. 4th DCA 2012); Craven v. Hartley, 135 So. 899 (Fla. 1931); Shaylor v. Cloud, 57 So. 666 (Fla. 1912). The Court hereby orders and adjudges that Plaintiff, Hancock Bank, is entitled to a lien on the property described herein below, superior to any and all rights of the

Defendants, including without limitation any rights held by the Defendants as tenants-by-the-entireties, and anyone claiming by, through, under, or against the Defendants, in the following amounts (which amounts constitute a portion of Judgment Total described in paragraph three (3) above):

i.	Principal	\$ 70,515.08
ii.	Interest from January 22, 2011 through July 16, 2013	\$ 27,161.46
	TOTAL	\$ 97,676.54

with interest continuing to accrue at the per diem rate of \$34.27816389 until the date of this judgment, plus interest at the rate of 4.75% per year, said rate to be adjusted annually on January 1 of each year in accordance with §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith.

5. Plaintiff holds a lien for the amount equal to the indebtedness described in paragraph four (4) above upon the property covered by that certain Mortgage dated January 22, 2008 and recorded in Official Records Book 3015, Page 493, of the Public Records of Bay County, Florida, and assigned to Plaintiff pursuant to that certain Assignment of Note, Mortgage and Loan Documents, dated December 18, 2009, and recorded in Official Records Book 3216, Page 2128 of the Public Records of Bay County, Florida (collectively, the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders; and that if said indebtedness described in paragraph four (4) above and all costs accrued subsequent to this judgment are not paid, said property described in the Mortgage, situate, lying and being in Bay County, Florida, and also described as to-wit:

The West 78.70 feet of Lot 24, Block 43, Gulf Coast Development Company's Second Addition to Panama City, according to the plat thereof, recorded in Plat Book 4, Page(s) 7, of the Public Records of Bay County, Florida.

shall be sold by the Clerk of this Court at public sale at 11:00 A.M. Central Time on the _____ day of **OCT 15 2013**, 2013, to the highest and best bidder or bidders for cash, except as set forth hereinafter, at www.bay.realforeclose.com, after having first given notice as required by 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, the clerk shall credit Plaintiff's bid with the total sum set forth in paragraph four (4) above, together with interest and costs accruing subsequent to this judgment, or such part of it as necessary to pay the bid in full. If Plaintiff is the successful bidder at the sale, Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of this Court is hereby ordered and directed to issue the Certificate of Title to Plaintiff's assignee upon notice to the Clerk by Plaintiff of said assignments and without further order of this Court.

7. 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, Plaintiff's attorney fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 4 from this date of the sale; and by retaining any remaining amount pending the further order of this Court. If the high bidder at the sale is any party other than Plaintiff, then that high bidder shall, as a condition of being high bidder, pay to the Clerk of the Court all sums bid, plus the registry fee and all documentary stamps tax necessary for the issuance of the Certificate of Title.

8. IF THE 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 THIS FINAL JUDGMENT.

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.

9. On the filing of the certificate of sale, Defendants, and any and all persons claiming by, through, under or against Defendants, since the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim, or demand of whatever nature in or to the property herein described, and on the filing of the Certificate of Title, the purchaser at the sale, or his or her representative or assignee, shall be let into possession of the property.

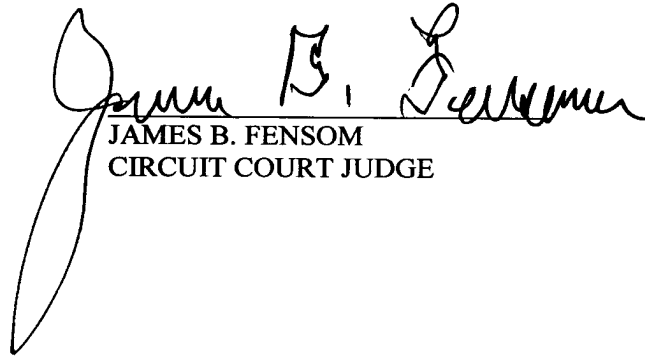
10. Defendants are hereby ordered to remove themselves, family members, agents, tenant(s) and any and all personal property owned by the Defendants from the above described property no later than three (3) days from the date of the Certificate of Title. If any Defendant or family member, agent or tenant of the Defendant remains in possession of the property and fails to comply with the foregoing, without further order of the Court and upon request to the person named on the Certificate of Title, the Clerk of the Court shall issue Writ(s) of Possession to said person, commanding the Sheriff of said County to remove said Defendants, family members, agents, tenants or personal belongings from the above described property and put the person named on the Certificate of Title in possession of the premises as conveyed.

11. Jurisdiction of this action and the Judgment rendered herein are retained to enter such further orders as are proper, including, without limitation, awards of attorney's fees, Writs of Assistance and Possession, and any required valuations of the property; and the Defendants are enjoined and restrained from damaging, molesting, vandalizing, or otherwise harming the improvements located on the real property described in this Judgment, or from removing from said property anything affixed to the property in such fashion that it has become part of the realty or improvements, and the Court cautions said Defendants that any violation of this provision by themselves or anyone could subject them to contempt powers of this Court.

12. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the office of Brian W. Hoffman, Esquire, of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC, 801 West Romana Street, Suite A, Pensacola, Florida, 32502, (850) 266-2300, and Louis

E. Harper III, Esq. of Borowski & Traylor, P.A., 25 W. Cedar Street, Suite 525, Pensacola, Florida 32502,
(850) 429-2027, within two (2) working days of your receipt of this Final Judgment of Foreclosure.

DONE and ORDERED in Chambers in Panama City, Bay County, Florida, this 6 day of
September, 2013.



JAMES B. FENSOM
CIRCUIT COURT JUDGE

Conformed copies to:

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