

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

**BRANCH BANKING AND TRUST
COMPANY, as successor in interest to Colonial
Bank by asset acquisition from the FDIC as
receiver for Colonial Bank,**

Plaintiff,

v.

CASE NO: 2013-1713-CA

**PANAMA CITY 19th STREET, LLC, a Florida
limited liability company, JAMES M.
RUDNICK, an individual, and UNKNOWN
TENANTS in possession,**

Defendants.

FINAL JUDGMENT

FILED
2014 OCT -6 A 11:18
BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

This matter came before the Court on September 16, 2014 on Plaintiff's Motion for Final Summary Judgment (the "Motion") filed by Branch Banking & Trust Company ("BB&T" or "Plaintiff"), as successor in interest to Colonial Bank by asset acquisition from the FDIC as receiver for Colonial Bank ("Colonial"), against Panama City 19th Street, LLC, a Florida limited liability company ("19th Street"), James M. Rudnick, an individual (Rudnick") and Unknown Tenants, n/k/a McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. ("Tenant") (together "Defendants"), and the Court having considered the Motion and the evidence on record, and being otherwise fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED THAT

1. This Court has jurisdiction of the subject matter and the parties. The allegations contained in Plaintiff's Verified Complaint have been proven by competent evidence and the

equities are with the Plaintiff.

2. The pleadings, affidavits and admissions on file show that there is no genuine issue as to any material fact, and that the Plaintiff is entitled to Final Judgment against all Defendants.

3. The address of the Plaintiff, BB&T, is 1626 SE 36th Avenue, Ocala, FL 34471.

4. The address of 19th Street is 226 N. Duval Street, Tallahassee, Florida 32301.

5. The last known address of Rudnick is 226 N. Duval Street, Tallahassee, Florida 32301.

6. The address of Tenant is McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., 306 E 19th Street, Panama City, FL 32405.

7. The Motion is hereby **GRANTED**.

8. The Tenant, McConnaughay, Duffy, Coonrod, Pope & Weaver, shall have ninety (90) days from the date of entry of the Final Judgment within which to vacate the Property. Any sublessee of tenant shall vacate the premises on or before the tenant vacates. Regardless of whether Defendants 19th Street or Rudnick pays sums herein owed to Plaintiff or otherwise satisfies any judgment, indebtedness, or Lien that is the subject of this cause of action and regardless of who is the highest bidder or holder of the certificate of title on said property as hereinafter provided, Tenant will vacate the property as provided in this paragraph.

9. Within five (5) days after entry of this Judgment, the Tenant shall immediately turnover all rents in its possession and related to the Property directly to BB&T, for a total amount of \$149,412.89 in rent due from November 2013 through September 2014, and pay future rent directly to BB&T until it vacates the Property, which shall consist of \$13,582.99 per

month, beginning on October 1, 2014 until the date the Tenant vacates the Property. Rent payments shall be sent directly to Tara Bromirski, Vice President, BB&T, 1626 SE 36th Ave, Ocala, Florida 34471. Notwithstanding the foregoing obligations, nothing in this Judgment shall be construed to create a landlord-tenant relationship between Plaintiff and Tenant.

10. As of the date of this Judgment, 19th Street and Rudnick owe Plaintiff an amount equal to **\$1,305,293.25**,¹ which amount shall bear interest at the statutory rate of 4.75% commencing on the date of this Judgment, and shall be increased in the amount of such further costs as may be incurred by Plaintiff in this action. Receipt of any rent payments from the Tenant for use or possession of the Property shall decrease the amount of indebtedness due under this Judgment, and BB&T shall provide an accounting of the remaining indebtedness to the Defendant(s) after the Tenant vacates the Property, upon request by such Defendant(s).

11. In awarding Plaintiff's attorney's fees, this Court has taken into consideration the relevant guidelines set forth in Standard Guaranty Insurance Co. v. Quanstrom, 555 So. 2d 828 (Fla. 1990), and its progeny, and specifically finds that the hours, hourly rates, and total fees of

¹ The judgment amount was calculated as follows:

Principal	\$1,046,914.51
Interest at the Note Rate	\$ 47,373.12
Interest at the Default Rate	\$ 191,585.42
Environmental Fee	\$ 2,000.00
Appraisal Fee	\$ 2,450.00
Attorneys' Fees	\$ 12,630.00
Costs	\$ 2,340.20
TOTAL AMOUNT DUE	\$1,305,293.25

Plaintiff's counsel in this matter, as set forth in the affidavits submitted in support of Plaintiff's Motion, are reasonable pursuant to Section 687.06, *Florida Statutes*.

12. Judgment is hereby entered in favor of Plaintiff foreclosing on the Mortgage encumbering the real property and personal property described in the attached **Exhibit 1** (the "Property").

13. Plaintiff holds a lien for the total sum of **\$1,305,293.25**, superior to all claims or estates of any of the defendants on the Property.

14. If the total sum with interest at the rate described above and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the Property at public sale at least ninety (90) days after entry of the Judgment, on the 15 day of December, 2014, at 11:00 a.m. Central Standard Time to the highest bidder for cash, except as prescribed in Paragraph 15, in accordance with Section 45.031, *Florida Statutes*, online at www.bay.realforeclose.com.

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

16. 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 attorneys' fees; fourth, the total sum due to Plaintiff,

less the items paid, plus interest at the rate prescribed above from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

17. 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, 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. If any Defendants remain in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

18. 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 THIS FINAL JUDGMENT.

19. 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.

20. Jurisdiction of this action is retained to enter further orders and judgments on other counts in the complaint that are proper, including, without limitation, a deficiency judgment. Jurisdiction of this action is further retained to enter orders and judgments on any supplemental complaint to add an omitted party post-judgment, known as a re-foreclosure, or to

take such other actions as may be necessary to correct any title defect with respect to the foreclosed property.

DONE AND ORDERED in Panama City, Bay County, Florida, this 30 day of September, 2014.



DEDEE S. COSTELLO, Circuit Judge

Copies Furnished To:

Jonathan Sykes, Esquire, Burr & Forman LLP, clinde@burr.com, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801

James M. DuRant, Esq., Boyd & DuRant, P.L., (jd@boydlaw.net; service@boydlaw.net), 1407 Piedmont Drive East, Tallahassee, Florida 32308

James N. McConnaughay, Esq., McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., (jnmcconnaughay@mcconnaughay.com), 1709 Hermitage Boulevard, Suite 200, Tallahassee, FL 32308

EXHIBIT 1**REAL PROPERTY**

Commence at the Northeast corner of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 33, Township 3 South, Range 14 West, Bay County, Florida; thence South 01 degrees 42 minutes 46 seconds West along the East line of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter for 50 feet to the South Right of Way line of 19th Street; thence North 88 degrees 53 minutes 02 seconds West along said Right of Way line 128.99 feet to the Point of Beginning; thence continue along said bearing and Right of Way line 204.50 feet to the West line of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter; thence South 01 degrees 45 minutes 19 seconds West along said West line for 608.12 feet to the Southwest corner of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter; thence South 88 degrees 50 minutes 43 seconds East along the South line of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter for 210.53 feet; thence North 01 degrees 11 minutes 48 seconds East for 608.22 feet to the Point of Beginning.

Less and Except:

Parcel A:

Commence at the Northeast corner of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 33, Township 3 South, Range 14 West, Bay County, Florida; thence South 01 degrees 42 minutes 46 seconds West along the East line of the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter for 50 feet to the South Right of Way line of 19th Street; thence North 88 degrees 53 minutes 02 seconds West along said Right of Way line 128.99 feet for the Point of Beginning; thence continue North 88 degrees 53 minutes 02 seconds West along said Right of Way line for 77.53 feet to the East edge of a concrete curb; thence along said concrete curb the following courses: South 01 degrees 38 minutes 27 seconds West for 15.47 feet to the point of curvature of said curve; thence Southeasterly along said curve, concave to the Northeast for an arc distance of 16.43 feet, more or less, said curve having a radius of 9.87 feet, a central angle of 96 degrees 14 minutes 31 seconds, a chord distance of 14.57 feet, bearing South 42 degrees 54 minutes 31 seconds East to the point of tangency of said curb; thence South 88 degrees 34 minutes 10 seconds East for 9.32 feet to the end of said concrete curb and the corner of a concrete parking area; thence South 01 degrees 23 minutes 10 seconds West along the edge of said concrete parking area and the Southerly extension thereof for 177.0 feet; thence South 88 degrees 53 minutes 00 seconds East for 58.78 feet to the East line of the land conveyed in deed recorded in the Bay County Official Records Book 1767, Pages 1204 through 1206; thence North 01 degrees 11 minutes 48 seconds East along said deed line for 203.0 feet to the Point of Beginning.

Property located at: 306 19th St. E., Panama City, Florida
Parcel ID No. 14453-020-000

PERSONAL PROPERTY

Any and all of the Debtor's furniture, fixtures, equipment, appliances, tools, leases, rents, profits, contract rights, chattel paper, general intangibles, payment intangibles, documents, letter-of credit rights, trademarks, tradenames, service marks, accounts, copyrights, instruments (including promissory notes), deposit accounts, investment property, and other personal property of any nature or sort whatsoever located on, accruing from, related to, or used in connection with that certain property being more particularly described in "Real Property" above.