

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

**COLONY BANK, A GEORGIA BANKING  
CORPORATION  
302 S. Main Street  
Fitzgerald, GA 31750**

**CASE NO: 2011-CA-000369**

**Plaintiff,**

**vs.**

**ANDREW EUGENE MASON; JEFFREY CLARK  
MASON; CODE ENFORCEMENT BOARD OF  
BAY COUNTY, FLORIDA; SUMMER BREEZE  
HOMEOWNERS ASSOCIATION; COLONY  
BANK; BAY COUNTY, FLORIDA, CLERK OF  
COURT; BAY COUNTY, FLORIDA,  
Defendants.**

BILL KINSAUL  
CLERK OF COURT  
BAY COUNTY, FLORIDA

2014 DEC - 8 P 3:20

FILED

**CONSENT FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came before the Court for hearing on 12/8/2014, upon Plaintiff and Defendants' Consent Final Judgment of Foreclosure. Having reviewed the Consent Final Judgment of Foreclosure, and being otherwise fully advised in the premises, it is

**ORDER AND ADJUDGED that:**

1. The Court has jurisdiction of the subject matter and the parties of this cause.
2. There are no genuine issues of material fact. Plaintiff and Defendants' Consent Final Judgment of foreclosure is **GRANTED**.
3. Plaintiff, **COLONY BANK, A GEORGIA BANKING CORPORATION** (hereafter "**Plaintiff**" or "**Colony Bank**"), 302 S. Main Street, Fitzgerald, GA 31750 is due:

Principal:	<b>\$1,971,617.55</b>
Interest good through October 15, 2014:	<b>\$ 386,875.39</b>
Title search expenses:	<b>\$ 325.00</b>

**Attorneys' Fees:**

Finding as to reasonable number of hours	39.90
Finding as to reasonable hourly rate	<b>\$ 250.00</b>
Contested Flat Rate Fee:	<b>\$2,250.00</b>
Prep for and attendance of Case	

Management Conference:	\$ 125.00
Prep of 1 <sup>st</sup> Amended Complaint:	\$ 250.00
Review of File and attendance at CMC:	\$ 312.50
Review of Defendant's Motion to Dismiss:	\$ 250.00
Prep and Service of Non-Resident Cost Bond:	\$ 125.00
Hearing Attendance:	\$ 325.00
Prep of CMC Statement:	\$ 250.00
Prep and Service of CMC Statement:	\$ 125.00
Telephone Conference with Defendant Mason's Counsel re: Deposing Plaintiff's Corporate Representative:	\$ 50.00
CMC Hearing Attendance:	\$ 250.00
Coordination with Opposing Counsel for Deposition:	\$ 62.50
Prep and Service of Motion to Compel & Prep and Service of Motion for Protective Order:	\$ 187.50
Coordination of Motion to Compel & Motion For Protective Order with O/C:	\$ 62.50
Correspondence to client re: client status:	\$ 75.00
Review of Defendant's Notice of Taking Deposition:	\$ 75.00
Prep and Service of Cross Notice of Hearing:	\$ 137.50
Prep of CMC Statement:	\$ 250.00
Prep of Opposition to Defendants Motion For Contempt and Sanctions:	\$ 125.00
Service of CMC Statement & Plaintiff's Opposition to Defendants Motion for Contempt and Sanctions:	\$ 125.00
Attendance at Case Management Conference:	\$ 250.00
Review of correspondence from Opposing Counsel re: setting corporate representative Deposition:	\$ 50.00
Correspondence to Opposing Counsel re: Scheduling Deposition:	\$ 75.00
Multiple pieces of correspondence with Opposing Counsel to schedule Colony Bank Deposition:	\$ 125.00
Service of Notice of Change of Attorney:	\$ 62.50
Correspondence with client with Notices Of Deposition and Tax Sale Documents:	\$ 75.00
Teleconference with client rep. re: Colony Bank Deposition:	\$ 125.00
Attendance at Colony Bank Corporate Rep. Deposition:	\$ 575.00
Attorney Fee:	\$ 500.00
Prep of Response to Defendant's Motion to Dismiss & Proposed Order:	\$ 575.00

Correspondence to Opposing Counsel	
Producing documents response to subpoena:	\$ 75.00
Service of Plaintiff's Response to	
Defendants Motion to Dismiss:	\$ 62.50
Assistance with assimilation of exhibits	
And Execution of Response to Defendants	
Motion to Dismiss:	\$ 37.50
Prep of Case Management Statement:	\$ 250.00
Service of CMC Statement:	\$ 62.50
Attorney Fee:	\$ 250.00
Settlement Correspondence to O/C:	\$ 75.00
Telephone Conversation with appraiser	
& Correspondence to appraiser:	\$ 125.00
Correspondence to O/C to coordinate	
Appraisals of properties:	\$ 75.00
Teleconference with appraiser about retainer	
And retention contract:	\$ 75.00
Prep of Settlement Agreement &	
Correspondence to the client regarding	
Same:	\$ 750.00
Prep of Final Consent Judgment:	\$ 187.50
Receipt & review of Motion to Compel	
Deposition:	\$ 125.00
<b>Attorneys' Fees Total:</b>	<b>\$ 9,975.00</b>

**Court Costs, Now Taxed:**

Filing Fee:	\$1,944.00
Filing fee (1 <sup>st</sup> Amended Complaint):	\$ 50.47
Filing Fee Cost Bond:	\$ 8.50
Alias Summons:	\$ 41.20
Non-Resident Cost Bond:	\$ 50.00
Mileage-Cost for travel to hearing/trial:	\$ 140.57
Mileage-Cost for travel to hearing/trial:	\$ 25.59
Mileage-Cost for travel to hearing/trial:	\$ 30.19
Mileage-Cost for travel to hearing/trial:	\$ 49.24

**Court Costs Total:** **\$ 2,339.76**

**SUBTOTAL** **\$2,371,132.70**

Less: Escrow Balance \$ \_\_\_\_\_

Less: Other \$ \_\_\_\_\_

**GRAND TOTAL** **\$2,371,132.70**

that shall bear interest at the rate of 4.75% a year.

4. Plaintiff holds a lien for the grand total sum superior to all claims or estates of the

defendants, on the following described properties in Bay County, Florida:

- (1) Lots 16 and 17, Block "B", Summer Breeze Phase II, according to the plat recorded in Plat Book 16, Page 72, of the Public Records of Bay County, Florida; and
- (2) Lot 20, Block 32, Amended plat of Seventh Addition to Laguna Beach Estates, according to the plat thereof as recorded in Plat Book 8, Page 36A, of the Public Records of Bay County, Florida. Together with 1988 Pine Mobile Home, 60 X 24, Vin #HMLP28091352418A and HMLP28091352418B.; and
- (3) Lot 15, in Block 5, of Amended Plat of Laguna Beach Estates, according to the plat thereof as recorded in Plat Book 2, Page 4A, of the Public Records of Bay County, Florida; and
- (4) 119 Southfields Road: Commence at the Northwest corner of East half of Government Lot 3, Section 5, Township 3 south, Range 17 West, Bay County, Florida; thence East for 162.80 feet; thence South 215.17 feet; thence S73°58'04"E for 55.19 feet; thence S00°48'50"W for 39.86 feet to the Point of Beginning; thence continue S00°48'50"W for 74.18 feet; thence N67°06'00"W for 31.97 feet; thence N00°02'45"E for 62.10 feet; thence S89°17'55"E for 29.75 feet to the Point of Beginning; and
- (5) 121 Southfields Road: Commence at the Northwest corner of East half of Government Lot 3, Section 5, Township 3 south, Range 17 West, Bay County, Florida; thence East for 162.80 feet; thence South 215.17 feet to the Point of Beginning; thence S73°58'04"E for 55.19 feet; thence S00°48'50"W for 22.03 feet; thence S89°33'29"W for 52.72 feet; thence N00°00"E for 37.67 feet to the Point of Beginning.

5. Defendants Jeffrey Clark Mason and Andrew Eugene Mason (hereafter "Defendants" or "Masons") agree, consent and stipulate that any and all interest they possess in the properties described in paragraph 4 above are surrendered, subordinated and transferred to Plaintiff Colony Bank via this Consent Final Judgment of Foreclosure.

6. Defendants Jeffrey Clark Mason and Andrew Eugene Mason are required to permit and facilitate a Florida licensed property appraiser retained by Plaintiff to appraise and inspect the entirety of the properties (both interiors and exteriors) identified in paragraph 4 above at a mutually convenient time. Additionally, Defendants Jeffrey Clark Mason and Andrew Eugene Mason shall cooperate with Plaintiff Colony Bank to resolve any title issues to the properties described in paragraph 4 of this Consent Final Judgment of Foreclosure.

7. Defendants Jeffrey Clark Mason and Andrew Eugene Mason shall compensate Colony Bank for any and all damage to the properties identified in paragraph 4 above other than normal wear and tear as determined by the appraiser retained by Colony Bank. Colony Bank's counsel shall notify the Masons' counsel of any damage to the properties identified in paragraph 4 above other than normal wear and tear as determined by the appraiser, provide the Masons' counsel with an invoice to compensate Colony Bank for the damage other than normal wear and tear as determined by the appraiser and the Masons shall submit payment to Colony Bank's counsel via wire transfer, cashier's check or money order to compensate Colony Bank for the damage other than normal wear and tear as determined by the appraiser within 30 days of the Masons' counsel's receipt of the invoice for damage other than other than normal wear and tear as determined by the appraiser. If the Masons do not tender payment to Colony Bank to compensate Colony Bank for damage other than normal wear and tear as determined by the appraiser within 30 days, then the Masons consent to the entry of a money judgment against them in favor of Colony Bank for the amount of the damage other than normal wear and tear as determined by the appraiser. The Masons are not responsible for normal wear and tear damage to the properties identified in paragraph 4 above.

8. As part of the Consent Final Judgment of Foreclosure, Plaintiff Colony Bank shall waive its right to pursue Defendants Jeffrey Clark Mason and Andrew Eugene Mason for a deficiency judgment.

9. If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the subject property at public sale on January 20, 2015 to the highest bidder for cash, except as prescribed

in paragraph 6, at the courthouse located at 300 East 4th Street, Panama City, FL 32401 in Bay County in Panama City, Florida, in accordance with Section 45.031, Florida Statutes, using the following method: at [www.bay.realforeclose.com](http://www.bay.realforeclose.com)., beginning at 11:00 AM, on the prescribed date.

10. 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 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.

11. 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 the Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

12. On filing of 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. Notwithstanding the foregoing, the rights of any condominium or homeowners' association to collect unpaid assessments from any subsequent title holder, including the first mortgage holder, shall be preserved and shall be governed as provided in Section 718.116 and 720.3085, Florida Statutes, subject to limitations as set forth in *Coral Lakes Community Association, Inc. v. Busey Bank, N.A.*, 30 So. 3D 579 (Fla. 2d DCA 2010).

13. The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession, re-foreclosure or a supplemental complaint to add an omitted party post-judgment.

**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 LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A 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 the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the final judgment shall additionally contain the following statement in conspicuous type.)


**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 FOR BAY COUNTY, TELEPHONE: (850) 763-9061, 300 EAST 4TH STREET, PANAMA CITY, FL 32401, WITHIN (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, INC., 211 E. 11TH STREET, PANAMA CITY, FL 32401, 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., YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

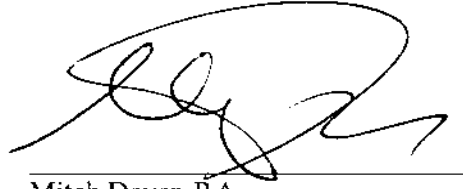
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**DONE AND ORDERED** at Panama City, Bay County, Florida, this 5th day of

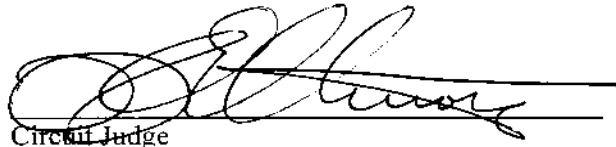
December, 2014.



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Circuit Judge

Copies to: See Attached Service List



**SERVICE LIST FOR FINAL JUDGMENT OF FORECLOSURE**  
**(Bay County Case No.: 2011-CA-000369)**

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Code Enforcement Board of Bay County, Florida  
c/o Any Officer or Director  
840 West 11th Street  
Panama City, FL 32401

Summer Breeze Homeowners Association  
128 Summer Breeze Road  
Panama City Beach, FL 32413

~~Bay County, Florida~~  
~~c/o Bill Kinsaul, Clerk of Court~~  
~~300 East 4th Street~~  
~~Panama City, FL 32401~~

~~Bay County, Florida, Clerk of Court~~  
~~c/o Bill Kinsaul, Clerk of Court~~  
~~300 East 4th Street~~  
~~Panama City, FL 32401~~

Colony Bank  
c/o Any Officer or Director  
302 South Main Street  
Fitzgerald, GA 31750

*no copies provided*