

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

OCEAN TOWERS BEACH CLUB CONDOMINIUM
ASSOCIATION, INC.

Plaintiff,

vs.

CASE NO. 17-002603CC

LOYE E. DOBBS; JOSEPH R. McNEIL; CYNTHIA J. McNEIL; EDWARD W. ROUSE; JAMES L. HICKS, II; TAMMY L. HICKS; JOHNNY D. CARTER; KATHY L. CARTER; GLADYS BROOKS; AND CALLAHAN & ZALINSKY ASSOCIATES, LLC; AND IF DECEASED, THEIR UNKNOWN HEIRS, DEVISEES, GRANTEES, CREDITORS AND ALL OTHER PARTIES CLAIMING BY, THROUGH, UNDER, OR AGAINST THEM; AND ALL UNKNOWN NATURAL PERSONS IF ALIVE, AND IF DEAD OR NOT KNOWN TO BE DEAD OR ALIVE, THEIR SEVERAL AND RESPECTIVE UNKNOWN SPOUSES, HEIRS, DEVISEES, GRANTEES, AND CREDITORS, OR OTHER PARTIES CLAIMING BY, THROUGH, OR UNDER THOSE UNKNOWN NATURAL PERSONS; AND THE SEVERAL AND RESPECTIVE UNKNOWN ASSIGNS, SUCCESSORS IN INTEREST, TRUSTEES, OR ANY OTHER PERSON CLAIMING BY, THROUGH UNDER OR AGAINST ANY CORPORATION OR OTHER LEGAL ENTITY NAMED AS A DEFENDANT; AND ALL CLAIMANTS, PERSONS OR PARTIES, NATURAL OR CORPORATE, OR WHOSE EXACT LEGAL STATUS IS UNKNOWN, CLAIMING UNDER ANY OF THE ABOVE NAMED OR DESCRIBED DEFENDANTS OR PARTIES OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN OR TO THE LANDS HEREINAFTER DESCRIBED,

Defendants.

FINAL JUDGMENT OF FORECLOSURE AFTER DEFAULT

FILED
2018 MAY 10 A 10 55
BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

THIS CAUSE having come before the Court on the Plaintiff's Motion for Entry of Final Judgment of Foreclosure After Default, and the Court having considered the pleadings and proofs submitted, having reviewed the Court file, and being otherwise fully advised in the premises, does

ADJUDGE as follows:

1. Due and legal service of process has been made on Defendants, **JOSEPH R. McNEIL; CYNTHIA J. McNEIL; EDWARD W. ROUSE; JAMES L. HICKS, II; TAMMY L. HICKS; JOHNNY D. CARTER; KATHY L. CARTER; GLADYS BROOKS; and CALLAHAN & ZALINSKY ASSOCIATES, LLC.** This Court has jurisdiction of the parties in this cause and its subject matter. The allegations contained in the Complaint have been proven by competent evidence, and the equities in this cause are with Plaintiff.

2. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 02 in Condominium Unit 513T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendants and all persons, firms, or corporations claiming by, through, or under Defendants, and the property will be sold free and clear of all claims of Defendants.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

3. There is due to Plaintiff from Defendants, **JOSEPH R. McNEIL and CYNTHIA J. McNEIL**, on the foreclosure of its claim of lien, the amount of **\$762.26** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

4. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 42 in Condominium Unit 513T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendant and all persons, firms, or corporations claiming by, through, or under Defendant, and the property will be sold free and clear of all claims of Defendant.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

5. There is due to Plaintiff from Defendant, **EDWARD W. ROUSE**, on the foreclosure of its claim of lien, the amount of **\$2,316.54** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

6. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 48 in Condominium Unit 513T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendants and all persons, firms, or corporations claiming by, through, or under Defendants, and the property will be sold free and clear of all claims of Defendants.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

7. There is due to Plaintiff from Defendants, **JAMES L. HICKS, II, and TAMMY L. HICKS**, on the foreclosure of its claim of lien, the amount of **\$2,399.93** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

8. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 51 in Condominium Unit 513T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendants and all persons, firms, or corporations claiming by, through, or under Defendants, and the property will be sold free and clear of all claims of Defendants.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

9. There is due to Plaintiff from Defendants, **JOHNNY D. CARTER and KATHY L. CARTER**, on the foreclosure of its claim of lien, the amount of **\$1,998.85** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

10. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 12 in Condominium Unit 603T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendant and all persons, firms, or corporations claiming by, through, or under Defendant, and the property will be sold free and clear of all claims of Defendant.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

11. There is due to Plaintiff from Defendant, **GLADYS BROOKS**, on the foreclosure of its claim of lien, the amount of **\$2,880.08** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

12. Plaintiff holds a lien to secure the payment of the total sum in and to the timeshare property described as:

Timeshare Unit Week 39 in Condominium Unit 603T, of Ocean Towers Beach Club, a condominium according to the Declaration of Condominium thereof, as amended, recorded in Book 927, Page 1195 of the Official Records of Bay County, Florida.

This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendant and all persons, firms, or corporations claiming by, through, or under Defendant, and the property will be sold free and clear of all claims of Defendant.

The Claim of Lien sued on by Plaintiff in this cause constitutes a valid lien on the previously described property, and the payment is in default as alleged in the Complaint.

13. There is due to Plaintiff from Defendant, **CALLAHAN & ZALINSKY ASSOCIATES, LLC**, on the foreclosure of its claim of lien, the amount of **\$2,761.51** plus interest at the rate of 4.75% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

14. If the total sum due, with interest at the rate prescribed by law, and all costs of this action accruing 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 to the highest bidder for cash, except as set forth hereinafter, by electronic sale beginning at **11:00 a.m. Central Time on June 26, 2018**, (a date not less than 20 days after the date of this Judgment), at www.bay.realforeclose.com in accordance with Chapter 45, Florida Statutes.

15. Plaintiff shall be reimbursed by the Clerk for all costs advanced by Plaintiff should a party other than Plaintiff be the purchaser of the property at the sale. Any purchaser other than Plaintiff shall pay all service charges assessed by the Clerk of the Court under F.S. 28.24, together with proper documentary stamps to be affixed to the Certificate of Title. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum due hereunder with interest and costs accruing subsequent to this Judgment or the part of it as is necessary to pay the bid in full.

16. Any sums expended by Plaintiff for ad valorem taxes or property preservation shall also be credited to Plaintiff's bid. If Plaintiff is to include those sums in Plaintiff's bid, Plaintiff shall file an affidavit setting forth those expenditures.

17. 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.

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.

18. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale and other money collected by the Clerk in connection with 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's fees; and fourth, the total sum due to Plaintiff plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining any amount remaining pending the further order of this court.

19. The sale shall be held in accordance with F.S. 45.031, and, when the Clerk files the Certificate of Sale, all persons shall forever be barred and foreclosed of any and all equity or right of redemption in the above-described property. Furthermore, when the clerk files the Certificate of Title as provided by F.S. 45.031, the sale shall stand confirmed, and the purchasers at the sale, their heirs, representatives, successors, or assigns without delay, shall be let into possession of the premises as conveyed. The Clerk of the Court is specifically authorized to issue a Writ of Possession for the premises located at 11211 Old Front Beach Road Circle, Panama City Beach, FL 32407, in Bay County, Florida, and the sheriff is authorized to serve the Writ of Possession immediately after issuance of the Certificate of Title.

20. This Court retains jurisdiction of this cause for the purpose of making any and all further orders as may be necessary and proper, including, without limitation, a Writ of Possession and Deficiency Judgment.

ORDERED at Panama City, Bay County, Florida, on this 10th day of May, 2018.


TIMOTHY C. CAMPBELL,
County Judge

Copies furnished to:

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Edward W. Rouse, 561 Killian Hill Road SW, Lilburn, GA 30047

James L. Hicks, II, and Tammy L. Hicks, 105 Overlook Drive, McDonough, GA 30253

Johnny D. and Kathy L. Carter, 640 Ponderosa Court, Fayetteville, GA 30214

Gladys Brooks, 4583 Rochester Road, Morgantown, KY 42261

Callahan & Zalinsky Associates, LLC, c/o Officer/Managing Director, 1148 Pulaski Hwy. #475,
Bear, DE 19701