

Filing # 116468375 E-Filed 11/10/2020 04:56:58 PM

IN THE CIRCUIT COURT IN AND FOR BAY COUNTY, FLORIDA

FIRST NATIONAL BANK NORTHWEST FLORIDA,
Plaintiff,

v.

Case No.: 20000449CA

JONES GAGLIO & DENNIS, P.A.,
an inactive Florida corporation,
f/k/a JONES GAGLIO, P.A., a Florida corporation;
DON A. DENNIS;
ALISA STONE DENNIS
f/k/a ALISA STONE HERRING;
BAY POINT HARBOUR VILLAS, INC.,
a Florida not for profit corporation;
BAY POINT IMPROVEMENT ASSOCIATION, INC.,
a Florida not for profit corporation
d/b/a BAY POINT COMMUNITY ASSOCIATION;
CERTIFIED ROOFING SOLUTIONS, LLC,
a Florida limited liability company;
STEADFAST DEVELOPMENT, INC., a Florida corporation;
JC TANNER ENTERPRISES, INC., a Florida corporation
d/b/a ADVANTACLEAN OF THE EMERALD COAST;
MICHAEL JOHNSON; and
JUAN LOPEZ,
Defendants.

FINAL SUMMARY JUDGMENT OF FORECLOSURE

THIS CAUSE having come on for hearing this 10th day of November, 2020 on Plaintiff's Motion for Summary Final Judgment of Foreclosure and Taxation of Attorney's Fees and Costs, the Court having considered the pleadings, affidavits and proofs filed herein, and having found that there is no genuine issue of any material fact, and that the Plaintiff is entitled to such judgment as a matter of law, it is hereby,

ORDERED AND ADJUDGED as follows:

1. The Court has jurisdiction of the subject matter and the parties of this cause.

2. There are no genuine issues of material fact as to Count I for foreclosure. Plaintiff's Motion for Summary Final Judgment of Foreclosure and Taxation of Attorney's Fees and Costs is **GRANTED**.

3. Plaintiff is entitled to an award of reasonable attorney's fees in the amount of \$6,062.50 at rate of \$250.00 per hour. In awarding same, the Court has considered all the criteria set forth in Florida Patients' Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

4. Plaintiff, FIRST NATIONAL BANK NORTHWEST FLORIDA, whose address is 101 E. 23rd Street, Panama City, FL 32405, is due from Defendants, JONES GAGLIO & DENNIS, P.A., an inactive Florida corporation f/k/a JONES GAGLIO, P.A., a Florida corporation, and DON A. DENNIS, whose last known collective address is 901 Grace Avenue, Panama City Florida 32401, the following sums of money on the Promissory Note and Guaranty sued upon herein as to:

Principal.....	\$194,264.75
Interest thru 11/10/2020.....	\$15,299.18
Late Charges thru 11/10/2020.....	\$1,539.69
Attorney's Fees.....	\$6,062.50
Court Costs.....	<u>\$ 2,045.05</u>
TOTAL THROUGH 11/10/2020.....	\$219,211.17

that shall bear interest at the rate of 5.37% per annum as of November 2020, as authorized in Section 55.03(1). Fla. Stat.

5. Plaintiff holds a lien for the total sum superior to any claim or estate of Defendant(s) on the following real property in Bay County, Florida, legally described as following, to wit:

REAL PROPERTY:
SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

PERSONAL PROPERTY:
All personal property of whatever character or nature located on the real property described above, and all structures and improvements, and all easements, rights, royalties, mineral, oil

and gas rights and profits, water, water rights, and water stock, timber and timber rights and all fixtures attached thereto, and all rents, issues, proceeds and profits, accruing therefrom, and all gas, steam, electric, water and other furniture, heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances, located on the real property described above, even though such real property may be detached or detachable.

6. If the total sum 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 real and personal property at public sale on the 12 day of JAN., 2021, at **11:00 A.M. (Central Time)**, or as soon thereafter as the sale may proceed, to the highest bidder for cash, except as prescribed in paragraph 8, online at www.bay.realforeclose.com, in accordance with Chapter 45, Florida Statutes.

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 sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

8. 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's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

9. On filing 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. If any defendant remains in possession of the

property, the clerk shall with further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

10. Jurisdiction of this action is retained as to Count II of Plaintiff's Complaint and to enter further orders that are proper including, without limitation, writs of possession and deficiency judgments.

11. 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 LIEN HOLDER 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 OF THE REMAINING FUNDS.

DONE AND ORDERED in Chambers at the Bay County Courthouse, Panama City, Florida.

Nov. 10, 2020

A handwritten signature in black ink, appearing to read 'John L. Fishel, II', written over a horizontal line.

HONORABLE JOHN L. FISHEL, II
Circuit Court Judge

In cases wherein one party is unrepresented (*pro se*), it is the responsibility of the sole attorney in the case to serve within five business days this order or judgment upon any *pro se* party who does not have access to nor is a registered user of the Florida Courts e-filing Portal.

Conformed copies to:

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MICHAEL JOHNSON
4726 Bay Point Rd., E245
Panama City Beach, FL 32408

JUAN LOPEZ
901 Grace Avenue, Unit 3
Panama City, FL 32401

 Exhibit A	First American ISSUED BY First American Title Insurance Company File No: 1054-4577317
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Issuing Office File Number: 901-TBD

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Parcel I

Beginning at the Southeast corner of Lot 1, Block A of E. D. ELLIS' FIRST ADDITION TO PANAMA CITY, FLA., according to the Plat thereof as recorded in Plat Book 1, Page 73, of the Public Records of Bay County, Florida; thence North along the West Right of Way of Grace Avenue, 48 feet; thence West, 20.5 feet; thence South, 5 feet; thence West, 58.5 feet; thence South, 43 feet to the North Right of Way line of 9th Street; thence East, along the South line of said Lot 1, Block A, 79 feet to the Point of Beginning.

Parcel II

The East 79 feet of Lot 1 Block A of E. D. ELLIS' FIRST ADDITION TO PANAMA CITY FLA., according to the Plat thereof as recorded in Plat Book 1, Page 73, of the Public Records of Bay County, Florida.

Less:

Beginning at the Southeast corner of Lot 1, Block A of E. D. ELLIS' FIRST ADDITION TO PANAMA CITY, FLA., according to the Plat thereof as recorded in Plat Book 1, Page 73, of the Public Records of Bay County, Florida; thence North along the West Right of Way of Grace Avenue, 48 feet; thence West, 20.5 feet; thence South, 5 feet; thence West, 58.5 feet; thence South, 43 feet to the North Right of Way line of 9th Street; thence East, along the South line of said Lot 1, Block A, 79 feet to the Point of Beginning.

Also described as:

Begin at the Northeast corner of Lot 1, Block A of E. D. ELLIS' FIRST ADDITION TO PANAMA CITY, FLA., according to the Plat thereof as recorded in Plat Book 1, Page 73, of the Public Records of Bay County, Florida; thence West, 79 feet; thence South, 40 feet; thence East, 58.5 feet; thence North, 5 feet; thence East, 20.5 feet; thence North, 35 feet to the Point of Beginning.

Parcel III

Condominium Unit No. E-245 of BAY POINT HARBOUR VILLAS, INC., together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 389, Page 343, and amended by document recorded in Official Records Book 1070, Page 900 and Official Records Book 1129, Page 1909, as amended from time to time, of the Public Records of Bay County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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