

Filing # 135495164 E-Filed 09/28/2021 04:15:00 PM

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

HSBC BANK USA, NATIONAL ASSOCIATION
AS TRUSTEE FOR WELLS FARGO ASSET
SECURITIES CORPORATION, MORTGAGE
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2007-AR9,
Plaintiff(s)

vs.

CASE NO.: 03-2017-CA-000959
DIVISION:

WILLIAM LOREN SMITH A/K/A WILLIAM
SMITH; GRAND PANAMA BEACH RESORT
CONDOMINIUM ASSOCIATION, INC.; STATE
OF FLORIDA; DEPARTMENT OF REVENUE;
ETAL,
Defendant(s).

AMENDED FINAL JUDGMENT OF FORECLOSURE

THIS ACTION was brought before the Court. On the evidence presented,

IT IS ADJUDGED that:

1. The Plaintiff's Final Judgment is GRANTED. Service of process has been duly and regularly obtained over William Loren Smith a/k/a William Smith; Grand Panama Beach Resort Condominium Association, Inc.; State of Florida, Department of Revenue; Any And All Unknown Parties Claiming by, Through, Under, And Against The Herein named Individual Defendant(s) Who are not Known To Be Dead Or Alive, Whether Said Unknown Parties May Claim An Interest in Spouses, Heirs, Devisees, Grantees, Or Other Claimants, defendants.

2. There is due and owing to the Plaintiff the following:

Principal due on the note secured by the mortgage foreclosed:	\$426,740.00
Interest on the note and mortgage from January 1, 2013 to September 14, 2021	\$222,386.66
-01/01/2013 to 09/30/2017 @7.5% \$152,026.41	
-10/01/2017 to 09/30/2018 @4% \$17,069.64	
-10/01/2018 to 09/30/2019 @5.25% \$22,403.88	
-10/01/2019 to 09/30/2020 @4.5% \$19,203.36	
-10/01/2020 to 09/14/2021 @2.875% \$11,683.37	
Taxes	\$42,179.72
Attorney's fees total:	\$4,100.00

(*The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analyses is not necessary and that the flat fee is reasonable.)

Court Costs:

Filing Fee	\$1,970.00
Service of Process	\$ 390.00
Notice of Action Publication	\$ 448.48
Death Search Fee	\$ 96.30

Title Update	\$ 75.00
Mailing Cost	\$ 25.00

Additional Costs:

Title Search Expense	\$ 325.00
Credits to Borrower	\$- 85.00

GRAND TOTAL	\$698,651.16
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3. The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. Plaintiff, HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates Series 2007-AR9, whose address is c/o Wells Fargo Home Mortgage, 3476 Stateview Blvd., Fort Mill, SC 29715, holds a lien for the grand total sum specified in Paragraph 2 herein. The lien of the Plaintiff is superior to any right, title, interest or claim of the defendants and all persons, corporations, or other entities claiming by, through or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments that are superior pursuant to the Florida Statutes, Section 718.116 and Section 720.3085. The Plaintiff's lien encumbers the subject property located in Bay County, Florida and described as

UNIT NUMBER 1-506 IN GRAND PANAMA BEACH RESORT CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED JUNE 29, 2007, IN OFFICIAL RECORDS BOOK 2942, AT PAGE 351, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "PROPERTY"), TOGETHER WITH AN UNDIVIDED FRACTIONAL INTEREST IN THE COMMON ELEMENTS OF GRAND PANAMA BEACH RESORT CONDOMINIUM.

Property address: 11807 FRONT BEACH ROAD, UNIT #1-506, PANAMA CITY BEACH, FL 32407

5. If the grand total amount with interest at the rate described in Paragraph 3 to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale to the highest bidder on **November 2, 2021**, at www.bay.realeforeclose.com, to the highest bidder for chase, except as prescribed in Paragraph 6, at 11:00AM CT, 12:00PM ET, after having first given notice as required by Section 45.031, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action in addition to any advances to protect its collateral and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale. 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. The clerk shall receive the service charge imposed in Section 45.031, Florida Statutes, for service in making, recording, and certifying the sale and title that shall be assessed as costs.

7. 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 and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes shall be terminated, 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, subject to the rights of a tenant occupying residential premises pursuant to section 83.561, Florida Statutes.

8. On filing the Certificate of Title, the Clerk shall distributed 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 the rate prescribed in paragraph 3 from this date to the date of the sale. During the sixty (60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. Upon filing of the Certificate of Title, defendant and all persons claiming under or against defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property.

10. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$4,100.00 is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. The Court finds that there are no reasons for either reduction or enhancement pursuant to Florida patient's Compensation Funds v. Rowe, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 2 of this judgment.

11. **NOTICE PURSUANT TO AMENDMENT TO SECTION 45.031, FLA. ST. (2006).**

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 LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

**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, BAY COUNTY CLERK OF COURT
ATTN: FORECLOSURE
300 EAST 4TH STREET
PANAMA CITY, FL 32401[TELEPHONE 850-763-9061], WITHIN TEN (10) DAYS AFTER THE SALE 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, TELEPHONE (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 FLORIDA RURAL LEGAL SERVICES, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

12. If Plaintiff is the successful purchaser at the foreclosure sale, Plaintiff may assign the successful bid without further order of this court.

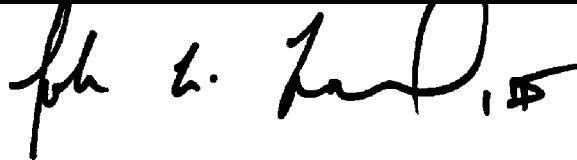
13. The Court finds that Plaintiff has standing to seek and receive the relief obtained herein.

14. **The Court specifically reserves jurisdiction to enter further orders the Court deems just and proper to include, without limitation, the following: orders related to pursuit and entry of deficiency judgment, if Defendant has not been discharged in bankruptcy, or it is not prohibited by federal law or mutual settlement agreement; orders granting additional attorney's fees and costs; writs of possession; orders determining the amount and responsibility for assessments that may be due a condominium or homeowner's association pursuant to sections 718.116 or 720.3085 of the Florida Statutes; orders arising out of re-foreclosure, to include permitting a supplemental complaint to add an interest-holder, and/or; orders involving reformation of the mortgage instrument or deed to perfect title. Notwithstanding the foregoing or any other term or provision hereof, this Final Judgment is being and has been entered**

pursuant to the terms of a Confidential Settlement Agreement between Plaintiff and defendant William Loren Smith, and under the terms of that settlement agreement Plaintiff has agreed to release defendant William Loren Smith from all further claims, including without limitation any claim for deficiency.

ORDERED at Bay County, Florida on Tuesday, September 28, 2021

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John L. Fishel, II, Judge
03-2017-CA-000959-CA 09/28/2021 03:09:24 PM
Circuit Judge

MA- 17-020518
Case No.: 03-2017-CA-000959

Copies furnished to CCCC:

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State of Florida, Department of Revenue
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