

Filing # 221652753 E-Filed 04/23/2025 03:42:39 PM

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

FOR CLERK'S USE ONLY

CASE NO:24000604CA

WILMINGTON SAVINGS FUND SOCIETY.
FSB, NOT IN ITS INDIVIDUAL CAPACITY
BUT SOLELY AS OWNER TRUSTEE FOR
THE FLIC RESIDENTIAL MORTGAGE
LOAN TRUST 1,

Plaintiff,

vs.

TWIN GLOBAL, LLC; ROYCE SMITH; ABL RPC RESIDENTIAL CREDIT ACQUISITION
LLC; UNKNOWN TENANT # 1; ANY AND ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER AND AGAINST THE NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER
CLAIMANTS.

Defendant(s).

_____ /

FINAL JUDGMENT

THIS CAUSE came to be heard on March 31, 2025, on Plaintiff's Motion for Default
Judgment. On the evidence presented it is,

ORDERED AND ADJUDGED as follows:

1. This is an Action was heard before the Court. On the evidence presented Judgment has
been GRANTED against all Defendants listed by name:

TWIN GLOBAL, LLC

ROYCE SMITH

ABL RPC RESIDENTIAL CREDIT ACQUISITION LLC

Plaintiff, Wilmington Savings Fund Society. FSB, not in its individual capacity but solely
as Owner Trustee for the FLIC Residential Mortgage Loan Trust 1, c/o NewRez, LLC

d/b/a Shellpoint Mortgage Servicing, 55 Beattie Place, Ste 110, Greenville, SC 29601 is
due:

Principal due on the note secured by the mortgage foreclosed:	\$89,567.52
Interest on the note and mortgage	
February 01, 2024 to November 22, 2024	\$4,068.52
Per diem interest @\$13.80 November 23, 2024 to March 31, 2025	\$1,780.20
Pre-acceleration late charges	\$302.10
Title search expenses	\$195.00
Taxes Disbursements	\$6,689.78
Year - 2023 \$2,322.96	
Year - 2022 \$1,930.90	
Year - 2024 \$2,435.92	
Hazard or Property Insurance Disbursements	\$5,978.00
Year - 2024 \$3,206.00	
Year - 2023 \$2,772.00	
Attorney's Fees Total:	\$5,260.00
Filing Fee	\$959.00
Service of Process	\$977.15
Publication for Service	\$431.84
Property inspections	\$104.00
Escrow Balance	\$-1,952.88
Escrow Credit	\$-7,661.70
Default Interest	\$7,686.20
Prepayment Penalty	\$2,687.03
Statutory Mail	\$2.76
TOTAL	\$117,074.52

The total sum referenced in Paragraph 1 shall bear interest from this date forward at the rate set forth in section 55.03, Florida Statutes.

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of Defendants on the following described property in Bay County, Florida:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA, AND THENCE RUN N 86 DEG. 14` 00"E, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 17, FOR 2446.90 FEET TO A POINT OF INTERSECTION WITH THE EAST R/W LINE OF A 125 FOOT GULF POWER COMPANY EASEMENT; THENCE N 02 DEG. 39` 54" W, ALONG SAID EAST R/W LINE, FOR 951.28 FEET; THENCE LEAVING SAID POWER LINE EASEMENT, RUN S 57 DEG. 55` 05" E, FOR 407.76 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF

BEGINNING CONTINUE S 57 DEG. 55` 05"E, FOR 18.00 FEET; THENCE S 32 DEG. 05` 07" W, FOR 100.29 FEET TO A POINT ON THE NORTHERLY R/W LINE OF VENETIAN WAY; THENCE N 57 DEG. 54` 53" W, FOR 12.50 FEET TO A POINT OF CURVE; THENCE CONTINUE ALONG SAID R/W LINE ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 1177.46 FEET AND A CENTRAL ANGLE OF 00 DEG. 16`04" FOR AN ARC LENGTH OF 5.50 FEET; THENCE N 32 DEG. 05` 07" E, FOR 100.30 FEET TO THE POINT OF BEGINNING.

Property address: 412 Venetian Way, Panama City, FL 32405

3. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on **June 24, 2025, at 11:00 AM (CT)** to the highest bidder for cash, in accordance with section 45.031 Florida Statutes at: online at www.bay.realforeclosure.com.
4. **Cost.** 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 such further costs as may be incurred and accruing by the Plaintiff in this action, including, but not limited to, the sale fee and publication of the Notice of sale and any reasonable advances made by the Plaintiff subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.
5. **Distribution of Proceeds.** 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 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

6. **Right of Redemption/Right of Possession.** On filing of the Certificate of Sale, Defendant(s) 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, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon of filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.
7. **Attorney's Fees.** Because a default judgment has been entered against the mortgagor and because the fees requested do not exceed 3% of the principal amount owed at the time the complaint was filed, it is not necessary for the court to hold a hearing or adjudge the requested attorneys' fees to be reasonable.
8. **Jurisdiction Retained.** The Court retains jurisdiction of this action to enter further Orders that are proper, including without limitation, Orders authorizing writs of possession and an award of attorney's fees, and to enter deficiency judgments, if applicable and the Defendant has not been discharged in bankruptcy.
9. **If the United States of America is a Defendant, it shall have the right of redemption pursuant to 28 U.S.C. Section 2410 (c), from the date of the foreclosure sale.**
10. **The Court finds that Plaintiff complied with the condition precedent of providing notice prior to acceleration of the loan, and prior to the filing of the foreclosure action, pursuant to the terms of the Note and Mortgage.**
11. **The Court finds that Defendant, ROYCE SMITH, is a Guarantor of the Promissory Note executed by TWIN GLOBAL, LLC, dated March 18, 2022. The amount due and owing have not been tendered by the Guarantor. As such, Final Judgment is entered against, ROYCE SMITH in the amounts set forth above in this Final Judgment.**
12. **On or before the date of sale, Plaintiff may assign the judgment and/or the bid by**

filing an Assignment of Judgment and/or Bid without further order of this Court.

13. On or before the date of sale, Plaintiff may file an Affidavit of Additional Costs and Interest without further order of this Court.

14. The Plaintiff's Motion for Default Judgment is GRANTED and Final Judgment is ENTERED against Defendants, TWIN GLOBAL, LLC, ROYCE SMITH, ABL RPC RESIDENTIAL CREDIT ACQUISITION LLC

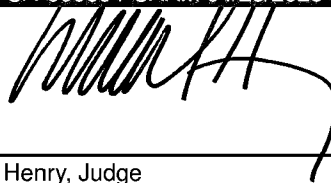
IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, 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.

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM BEFORE THE CLERK REPORTS THE SURPLUS AS UNCLAIMED. THE COURT, IN ITS DISCRETION, MAY ENLARGE THE TIME OF THE SALE. NOTICE OF THE CHANGED TIME OF SALE SHALL BE PUBLISHED AS PROVIDED HEREIN.

DONE AND ORDERED in chambers this Wednesday, April 23, 2025, at Panama City, Bay County, Florida.

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William S. Henry, Judge

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Copies to:

TWIN GLOBAL LLC
c/o Florida Secretary of State
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303

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ROYCE SMITH
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