

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA

FILED FOR RECORD
R.B. SHORE

2014 JAN 13 PM 4: 03

CLERK CIRCUIT COURT
MANATEE CO. FLORIDA

CADENCE BANK, N.A.,
Plaintiff,

v.

Case No. 2013-CA-003260

TJC PROPERTIES, LLC, a Florida limited
liability company, PAT COOK
CONSTRUCTION, INC., a Florida
corporation, PATRICK J. COOK, and
DARLA W. COOK,
Defendants.

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R.B. SHORE
2014 JAN 13 PM 5: 00
CLERK CIRCUIT COURT
MANATEE CO. FLORIDA

STIPULATED

UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE

This form substantially complies with Form 1.996, adopted by the Florida Supreme Court February 11, 2010, SC09-1579, and revised by the Florida Supreme Court on December 9, 2010, SC09-1579; form published in 12th Circuit on 4/5/10 and revised on 1/4/2011 amended per Chapter 2011-169 Laws of Florida 07/01/11.

THIS action was tried before the Court. On the evidence presented

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, CADENCE BANK, N.A., 22 S. Links Avenue, Sarasota, Florida 34236, is due:

Description	Amount
Principal	\$ 1,593,015.88
Interest from 1/1/13 to the date of judgment (9/27/13)	158,064.54
Title search expense	285.00
Taxes	
Service of Process	145.00
Attorneys' fees	
--Finding as to reasonable number of hours 13.55 hours	
--Finding as to reasonable hourly rate \$295.00	
Attorneys' Fees Total	3,997.25
Court costs, now taxed	
Other: Filing Fees	1,918.00
Other: Summonses	40.00
Other:	
Other:	
Other:	
Late Charges	
Subtotal	\$ 1,757,465.67
LESS: Escrow Balance	
LESS: Other:	
TOTAL	\$ 1,757,465.67

The total sum shall bear interest from this date forward at the prevailing statutory interest rate of 4.75% per year from this date through December 31 of this current year, for which let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.034, Florida Statutes.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants on the following described property ("Property") in Manatee County, Florida:

Real Property:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 34 South, Range 17 East, Manatee County, Florida (established by Boundary Line Agreement recorded in Plat Book 2, Page 140, of the Public Records of Manatee County, Florida); thence N. 00 degrees 29' 09" E., along the East line of Section 27, a distance of 42.64 feet to the North right-of-way line of Manatee Avenue West; thence N. 89 degrees 05' 54" W., along said North right-of-way line, a distance of 391.00 feet for a Point of Beginning; thence continue N. 89 degrees 05' 54" W., along said North right-of-way line, a distance of 78.40 feet; thence N. 00 degrees 49' 33" E., 250.88 feet to the face of a seawall and the waters of Ware's Creek; thence along said face of seawall and the waters of Ware's Creek; the following courses and distances: S. 72 degrees 13' 05" E., 40.98 feet; S. 77 degrees 52' 31" E., 39.98 feet; thence leaving said waters, go S. 00 degrees 49' 33" W., 231.20 feet to the Point of Beginning.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, including replacements and additions thereto.

Personal Property:

A. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Estate Security further described on the Exhibit A continuation pages ("Real Estate Security"), and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Debtor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Real Estate Security or the Improvements thereto, or in connection with any construction being conducted or which may be conducted thereon, and owned by Debtor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments nor or hereafter made on such personal property or fixtures by Debtor or on its behalf;

B. All easements, rights-of-way, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Real Estate Security, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same;

C. All rents, royalties, issues, profits, revenue, income and other benefits from the Real Estate Security;

D. All right, title and interest of Debtor in and to any and all leases now or hereafter on or affecting the Real Estate Security whether written or oral and all agreements for use of the Real Estate Security, together with all security therefore and all monies payable thereunder;

E. All fixtures and articles of property now or hereafter owned by Debtor and forming a part of or used in connection with the Real Estate Security or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Real Estate Security in any manner; it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the Real Estate Security shall, so far as permitted by law, be deemed to be fixtures, a part of the security for the Indebtedness;

F. Any and all accounts, accounts receivable, receivables, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, choses in action, any and all amounts due to Debtor from a factor or other forms of obligations and receivables now existing or hereafter arising out of the business of Debtor, as well as any and all returned, refused and repossessed goods, the cash or non-cash proceeds resulting therefrom;

G. All patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending), and all documents, applications, materials and other matters related thereto, all inventions, all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software (including source and

object codes), goodwill, choses in action, and all other general intangibles of Debtor, whether now owned or hereafter acquired, and all cash and non-cash proceeds thereof, and all chattel paper, documents and instruments relating to such intangibles;

H. All of Debtor's right, title interest and privileges arising under all contracts, permits and licenses entered into or obtained in connection with the development of the Improvements or operation of the Real Estate Security and/or Debtor's business as now or hereafter conducted, including by way of example and not in limitation: all development and construction permits, approvals, resolutions, variances, licenses and franchises granted by municipal, county, state and federal governmental authorities, or any of their respective agencies; all architectural, engineering and construction contracts; all drawings, the Plans and Specifications, and plats, and all contracts and agreements for the furnishing of utilities;

I. Any all licenses, permits, approvals, allocations, contract rights, trade and fictitious names and similar matters and documents obtained or to be obtained in the future which are necessary or appropriate for the operation and management of the Real Estate Security; and

J. All proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate Security or any portion thereof under the power of eminent domain; any proceeds of any and all policies of insurance maintained with respect to the Real Estate Security or the Improvements, or proceeds of any sale, option or contract to sell the Real Estate Security or any portion thereof.

Parcel Identification Number: 33751.0000/9

Address: 1904 Manatee Ave West, Bradenton, Florida 34205

3. 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 this court shall sell the property at public sale as set forth below to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

4.

Check One	Sales Information	Date [Clerk Inserts]	Time	Location
<input type="checkbox"/>	Sarasota County		9:00 am or as soon as possible thereafter	Foreclosure sales conducted via Internet: www.sarasota.realforeclose.com
<input checked="" type="checkbox"/>	Manatee County	2/18/14	11:00 am or as soon as possible thereafter	Foreclosure sales conducted via Internet: www.manatee.realforeclose.com
<input type="checkbox"/>	DeSoto County		11:00 am or as soon as	Desoto County Courthouse 115 Oak Street

			possible thereafter	Arcadia, Florida 34266 www.desotoclerk.com
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4. 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 costs accruing subsequent to this judgment or such part of it as is necessary to pay the bid in full.

5. 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 of Title; third, Plaintiff's attorneys' fees; fourth the total sum due to 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 amount pending the further order of this Court.

6. On filing the Certificate of Sale, Defendants and all persons claiming under or against Defendants 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.

NOTICE: Issuance of a writ of possession does not exempt Plaintiff from complying with federal law requiring notice to tenants residing on foreclosed property. To insure compliance with federal law, Plaintiff should consult with counsel before serving the writ of possession.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

8. **Additions, Modifications or Changes to Standard Form**

Any additions, modifications or changes to the provisions above may only be set forth in this paragraph.

a. The Court finds that, upon the stipulation of the parties, the loan documents listed below, copies of which were filed with this Court on October 23, 2013 are deemed re-established and shall have the force and effect of the original loan documents:

1. Adjustable Rate Term Note in the original principal amount of \$1,600,000.00 dated January 30, 2006.
2. Mortgage dated January 30, 2006 recorded on February 1, 2006, in Official Records Book 2098, at Page 4043 of the Public Records of Manatee County, Florida.
3. Collateral Assignment of Leases, Rents and Profits, dated January 30, 2006 recorded on February 1, 2006 in Official Records Book, 2098, Page 4054 of the Public Records of Manatee County, Florida.
4. Increase and Renewal Note dated December 27, 2006 in the original principal amount of \$1,850,000.00.
5. Receipt for Future Advance under Mortgage Providing for Future Advances dated December 27, 2006, and recorded December 28, 2005 in Official Records Book 2176, at Page 3979 of the Public Records of Manatee County, Florida.

NOTICE PURSUANT TO § 45.031, FLORIDA STATUTES (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, 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 following additional language applies.

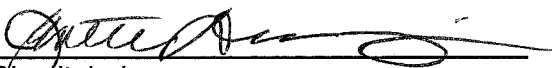
IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT FOR YOUR COUNTY WITHIN TEN (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.

Sarasota County Clerk of Court	Manatee County Clerk of Court	Desoto County Clerk of Court
2000 Main Street Sarasota, Florida 34237 (941) 861-7400 www.sarasotaclerk.com	1115 Manatee Ave. W. Bradenton, Florida 34205 (941) 749-1800 www.manateeclerk.com	115 East Oak Street Arcadia, Florida 34266 (863) 993-4876 www.desotoclerk.com

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 THE LOCAL LEGAL SERVICES LISTED BELOW 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 ONE OF THE SERVICES LISTED BELOW, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Sarasota County	Manatee County	Desoto County
<p>Legal Aid of Manasota Sarasota Office 1900 Main Street, Suite 302 Sarasota, Florida 34236 (941) 366-0038</p> <p>Venice Office 7819 South Tamiami Trail Suite A6 Venice, Florida 34293 (941) 492-4631</p> <p>-----</p> <p>Gulfcoast Legal Services 1750 17th Street, Bldg. 1 Sarasota, Florida 34236 (941) 366-1746 www.gulfcoastlegal.org</p>	<p>Legal Aid of Manasota 1101 6th Avenue West Bradenton, Florida 34205 (941) 747-1628 www.gulfcoastlegal.org</p> <p>-----</p> <p>Gulfcoast Legal Services 430 12th Street West Bradenton, Florida 34205 (941) 746-6151 www.gulfcoastlegal.org</p>	<p>Fla. Rural Legal Services 3210 Cleveland Ave., Ste. A Ft. Myers, Florida 33901 (800) 476-8937 www.flrs.org</p>

DONE AND ORDERED in Manatee County, Florida, this 10th day of January, 2014.


Circuit Judge

Copies furnished to all parties on attached Service List

SERVICE LIST

Clerk Case Number: 2013-CA000385

Robert F. Greene, Esq., 601 12th Street West, Bradenton, FL 34205

Michael J. Hooi, Esq., 110 East Madison Street, Suite 200, Tampa, Florida 33602