

IN AND FOR THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA

TOWN OF CENTURY, a
Florida municipal corporation,

Plaintiff,

vs.

CASE NO.: 2008-CA-002673
DIVISION: "E"

HELICOPTER TECHNOLOGY, INC.,
A Florida corporation, WILLIAMS, COX,
WEIDNER & COX, P.A., an administratively
dissolved Florida corporation, CARR, RIGGS
& INGRAM, LLC, a Florida limited liability
company, ANTHONY URELLA and
DEMETRI URELLA,

Defendants.

ERDIE LEE MAGAHA
CLERK OF CIRCUIT COURT
2009 JUL 30 A 9:44
CIRCUIT CIVIL DIVISION
FILED & RECORDED

SUMMARY FINAL JUDGMENT

THIS ACTION came before the Court upon Plaintiff's Motion for Summary Final Judgment (i) after entry of Defaults against all Defendants, except for Defendant WILLIAMS, COX, WEIDNER & COX, P.A. (hereinafter "Williams"), and (ii) upon Stipulation for Entry of Final Judgment among Plaintiff, Defendant Williams and Defendants ANTHONY URELLA AND DEMETRI URELLA (hereinafter collectively "Urella").

IT IS ADJUDGED as follows:

1. There are no genuine issues as to any material fact and Plaintiff is entitled to summary judgment as a matter of law for all relief sought in its Complaint. Due and legal service of process has been made upon all Defendants. This Court has jurisdiction of the parties in this cause and its subject matter. The allegations contained in the Complaint have been proved, admitted, and/or stipulated to, and the equities in this cause are with the Plaintiff.

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AS TO COUNT III:

2. Plaintiff, TOWN OF CENTURY, a Florida municipal corporation, (hereinafter "Town"), 7995 North Century Boulevard, Century, Florida 32535, shall recover from Defendant, Helicopter Technology, Inc., a Florida corporation, (hereinafter "HTI"), 6080 Industrial Boulevard, Century, Florida 32535, the sum of \$ 41,243.71 that shall bear interest at the rate of eleven percent (11%) a year, for which let execution issue.

AS TO COUNT IV:

3. Fee simple title to the following real property (hereinafter collectively the "Vacant Property"):

Lots 6, 8, and 9, Century Industrial Park, according to Plat thereof recorded in Plat Book 14, at Page 59, of the public records of Escambia County, Florida

is hereby transferred and conveyed to Plaintiff, TOWN OF CENTURY, a Florida municipal corporation, 7995 North Century Boulevard, Century, Florida 32535.

4. Defendants and all persons claiming by, through, under, or against Defendants since the filing of the Notice of Lis Pendens herein (dated August 26, 2008, and recorded in Official Records Book 6369, at Page 736, of the public records of Escambia County, Florida), and other persons, if any, whose interests in the Vacant Property arose after the filing of the Notice of Lis Pendens herein, shall be forever foreclosed of all right, title, interest, estate, or claim in the Vacant Property, and shall be forever barred and foreclosed of any and all equity or right of redemption in and to the Vacant Property.

5. Plaintiff, its successors, assigns, and representatives, shall without delay be let into possession of the Vacant Property as conveyed hereby and the Court shall, at the request of Plaintiff, immediately issue a writ of possession.

6. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession.

AS TO COUNTS I AND II:

7. The mortgage sued upon by Plaintiff in this cause constitutes a valid first lien, superior to any claim or estate of the Defendants, upon the following real property (hereinafter the "Mortgaged Property"):

Lot 7, Century Industrial Park, according to Plat thereof recorded in Plat Book 14, at Page 59, of the public records of the Escambia County, Florida.

8. The mortgage is in default as alleged in the Complaint.

9. The Court has reviewed the factors set forth in Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), and based on those factors find that the attorney's fees set forth below meets those factors and is reasonable.

10. There is due to Plaintiff on the mortgage and note sued upon \$ 420,000.00 as principal, \$ 307,345.08 as interest to the date of this judgment, \$ 200.00 for title search expense, \$ 1,125.35 for cost of this action (as set forth in Plaintiff's Affidavit as to cost filed herein), and \$ 17,342.00 for attorney's fees, making a total sum of \$ 740,999.43 that shall bear interest at the rate of 8% a year.

11. Plaintiff holds a lien for the total sum due superior to any right, title, interest, claim, or estate of Defendants, or any of them, in and to the Mortgaged Property.

12. If the total sum due with interest described in paragraph 10, above, and all cost of this action accruing subsequent to this judgment are not paid, the Clerk of this Court shall sell the Mortgaged Property at public sale, on August 24, 2009, at 11:00 a.m., to the highest bidder for cash, except as set forth herein, in the Lobby on the second floor of the Escambia County Courthouse, 190 East Governmental Center, M.C. Blanchard Judicial Building, Pensacola, Florida 32502, in accordance with Florida Statutes Section 45.031, except the Clerk shall not conduct the sale unless Plaintiff or its representative is present to bid at the sale. Furthermore, Plaintiff may cancel the sale on notice to the Clerk and without order of the Court.

13. 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 the sale. 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 such part of it as is necessary to pay the bid in full.

14. After confirmation of the sale, whether confirmation be by the Clerk's filing the Certificate of Title or by order of this Court ruling on objections to the sale, 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 attorney's fees as stated above; fourth, the total sum due to Plaintiff as set forth in paragraph 10, above, plus interest at the rate of eight percent (8%) per annum from this date to the date of the sale; and fifth, the total sum due Plaintiff pursuant to the Final Judgment set forth in paragraph number 2, above, as to Count III of the Complaint; and last, by retaining any remaining amounts pending the further order of this Court.

15. Should the Mortgaged Property be sold at the Clerk's sale to a third party bidder, the cost of the documentary stamps affixed to the Certificate of Title shall be paid by the prevailing third party bidder.

16. After confirmation of the sale, whether confirmation be by the Clerk's filing of the Certificate of Title or by order of this Court ruling on objections to the sale, Defendants and all persons claiming by, through, under, or against them since the filing of the Notice of Lis Pendens herein, and other persons, if any, whose interests in the Mortgaged Property arose after the filing of the Notice of Lis Pendens herein, shall be forever foreclosed of all right, title, interest, estate, or claim in the Mortgaged Property, and shall be forever barred and foreclosed of any and all equity or right of redemption in and to the Mortgaged Property.


17. Immediately after the confirmation of sale, whether confirmation be by the Clerk's issuance of the Certificate of Title or by order of this Court ruling on any objections to the sale, the purchaser or purchasers at said sale, their heirs, representatives, successors, and assigns, shall without delay be let into possession of the Mortgaged Property as conveyed and the Court shall, at the request of Plaintiff, immediately issue a writ of possession.

18. The Clerk, on the request of the purchaser at foreclosure sale, shall issue a Writ of Possession of the Mortgaged Property to accomplish possession by the purchaser without further order of Court.

19. Jurisdiction of this action is retained to enter further orders as are proper including, without limitation, writs of possession and deficiency judgments.

DONE AND ORDERED in chambers at Pensacola, Escambia County, Florida on this

30th day of July, 2009.



W. JOEL BOLES
Circuit Court Judge

Copies furnished to:

*h/d 7-30-09
NW*

- Matt E. Dannheisser**, Attorney for Plaintiff
- ✓ **Scott A. Remington**, Attorney for Defendants Williams, Cox, Weidner & Cox, P.A., Anthony Urella, and Demetri Urella
- ✓ **Carr, Riggs, & Ingram, LLC**
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- ✓ **Helicopter Technology, Inc.**
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7-30-09 NW