

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Nov 7, 2013 / 130822**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 2661.0000** , issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-1949-000**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
PEARSON MARY B  
720 PICKENS AVE  
PENSACOLA , FLORIDA 32503

**Legal Description:** 45-1S3-020  
BEG AT INTER OF N LI OF SEC 46 AND W R/W LI OF PALAFOX H/W NLY ALG H/W 30 FT TO N LI OF MICHIGAN AVE WLY ALG AVE 1782 7/10 FT TO E R/W LI OF A 40 FT ...  
**See attachment for full legal description.**

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	2661.0000	06/01/11	\$789.51	\$0.00	\$118.43	\$907.94

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	2266.0000	06/01/13	\$735.76	\$6.25	\$36.79	\$778.80
2012	2531.0000	06/01/12	\$751.86	\$6.25	\$56.39	\$814.50

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes....( %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$2,501.24
\$0.00
\$625.19
\$150.00
\$75.00
\$3,351.43
\$3,351.43
\$6.25

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, C.F.C.A.  
Senior Deputy Tax Collector

Date of Sale: 4<sup>th</sup> August 2014

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

11/7/2013

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 04-1949-000**

December 02, 2013  
Tax Year: 2010  
Certificate Number: 2661.0000

BEG AT INTER OF N LI OF SEC 46 AND W R/W LI OF PALAFOX H/W NLY ALG H/W 30 FT TO N LI OF MICHIGAN AVE WLY ALG AVE 1782 7/10 FT TO E R/W LI OF A 40 FT RD NLY ALG RD 406 FT FOR POB CONTINUE NLY ALG E LI OF RD 106 4/10 FT MORE OR LESS ELY PARL TO AVE 137 2/10 FT SLY PARL TO RD 98 24/100 FT WLY PARL TO AVE 137 2/10 FT TO POB OR 421 P 871 OR 430 P 568 OR 2530 P 614

### Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
2661.0000	04-1949-000	06/01/2011	45-1S3-020 BEG AT INTER OF N LI OF SEC 46 AND W R/W LI OF PALAFOX H/W NLY ALG H/W 30 FT TO N LI OF MICHIGAN AVE WLY ALG AVE 1782 7/10 FT TO E R/W LI OF A 40 FT RD NLY ALG RD 406 FT FOR POB CONTINUE NLY ALG E LI OF RD 106 4/10 FT MORE OR LESS ELY PARL TO AVE 137 2/10 FT SLY PARL TO RD 98 24/100 FT WLY PARL TO AVE 137 2/10 FT TO POB OR 421 P 871 OR 430 P 568 OR 2530 P 614

**2013 TAX ROLL**

PEARSON MARY B  
720 PICKENS AVE  
PENSACOLA , Florida 32503

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GULFLIFT (Matt Sheehan)  
Applicant's Signature

11/07/2013  
Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11113

May 2, 2014

Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-01-1994, through 05-01-2014, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Mary B. Pearson

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 2, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11113

May 2, 2014

**451S302003000006 - Full Legal Description**

BEG AT INTER OF N LI OF SEC 46 AND W R/W LI OF PALAFOX H/W NLY ALG H/W 30 FT TO N LI OF MICHIGAN AVE WLY ALG AVE 1782 7/10 FT TO E R/W LI OF A 40 FT RD NLY ALG RD 406 FT FOR POB CONTINUE NLY ALG E LI OF RD 106 4/10 FT MORE OR LESS ELY PARL TO AVE 137 2/10 FT SLY PARL TO RD 98 24/100 FT WLY PARL TO AVE 137 2/10 FT TO POB OR 421 P 871 OR 430 P 568 OR 2530 P 614

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11113

May 2, 2014

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 5977, page 766.
2. Judgment filed by Hancock Bank, as assignee of FDIC as receiver of Peoples First Community Bank recorded in O.R. Book 7042, page 62, and O.R. Book 7039, page 1776.
3. Taxes for the year 2010-2013 delinquent. The assessed value is \$37,113.00. Tax ID 04-1949-000.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 04-1949-000

CERTIFICATE NO.: 2011-2661

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 221 Palafox Place, 4th Floor/  
190 Governmental Center, 32502  
  Homestead for \_\_\_\_\_ tax year.

Mary B. Pearson  
720 Pickens Ave.  
Pensacola, FL 32503

Unknown Tenants  
1020 Armenia Dr.  
Pensacola, FL 32505

Escambia County Code Enforcement  
3363 West Park Place  
Pensacola, FL 32505

Hancock Bank  
1022 W. 23rd St.  
Panama City, FL 32405

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

SOUTHERN GUARANTY TITLE COMPANY

  
By: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

022058

NOTARY PUBLIC  
JOHN J. TRIER  
D.C.  
DART. REG. NO. 301138-27-81

This ~~Quit-Claim Deed~~, Executed this 24th day of March

JOHN S. TRIER, A DIVORCED AND REMARRIED MAN

has parted with MARY B. PEARSON, F/K/A MARY L. TRIER, A DIVORCED AND UNREMARKED WOMAN

whose post office address is 920 North 63rd Street, Panama City, Florida 32300

MAR 23 1 20 PM '88  
JOHN J. TRIER  
NOTARY PUBLIC  
ESCAMBIA COUNTY, FLORIDA  
32300  
JOHN J. TRIER, COMPTROLLER  
ESCAMBIA COUNTY

second party:  
(Witnesses and both the "first party" and "second party" shall include address and phone, birth, legal residence, and dates of marriage, and the occurrence and nature of cooperation, however the absence is made in evidence.)

That the said first party, for and in consideration of the sum of \$ \*\*\*\*\* in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia State of Florida, to-wit:

A portion of the Albert Wilson property described in Deed Book 371, Page 618, of the Public Records of Escambia County, Florida, more particularly described as follows:

Commencing at the Southwest corner of the said Albert Wilson property; Thence East along the South line thereof identical with the North line of Michigan Avenue, a distance of 157.1 feet to the center line of a road, 40 feet wide, Thence North parallel with the West line of said Albert Wilson property, and following the center line of the said road, a distance of 406.0 feet to the Point of Beginning of the tract hereinafter described; Thence continue North along the center line of the said road, a distance of 195.55 feet to the South line of the Gulf Power's Company right-of-way; Thence East, deflecting at an angle of 92 degrees 10 minutes to the right and following the South line of the Gulf Power Company's right-of-way, a distance of 157.4 feet; Thence South parallel to the West line of the said property, a distance of 98.22 feet; Thence West parallel to the South line of the said property, a distance of 157.2 feet to the Point of Beginning; together with the right of ingress and egress over and above said property being in Sections 45 and 47, Township 1 South, Range 30 West, Escambia County, Florida.

GRANTOR WARRANTS THAT SUBJECT PROPERTY IS NOT HIS HOMESTEAD.

**To Have and to Hold** the same together with all and singular the appurtenances thereto belonging or to anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents this day and year first above written.

Signed, sealed and delivered in presence of:

Sandra BUCKNER  
SANDRA BUCKNER

John J. TRIER  
JOHN J. TRIER

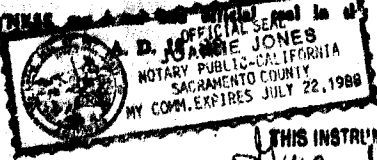
Phillis COLBERT  
PHILLIS COLBERT

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOHN J. TRIER

to me known to be the person described in and who executed the foregoing instrument and HE acknowledged before me that HE executed the same.

Witness my hand and the official seal in the County and State last aforesaid this 25th day of March



Joanne Jones  
JOANNE JONES  
NOTARY PUBLIC (Notary Expires 7/22/88)

THIS INSTRUMENT PREPARED BY  
Sue H. Jones  
AN EMPLOYEE OF SOUTHEAST TITLE



**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

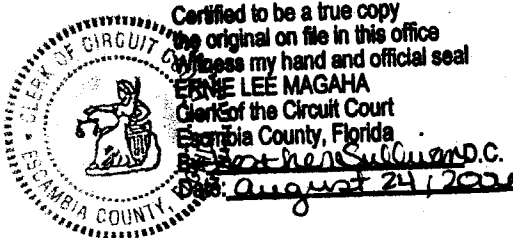
Case No.: 05-08-0566  
Location: 6340 Louisville Avenue  
PR# 421S30-2201-006-003

Mary B. Pearson  
920 North 63rd Avenue  
Pensacola, FL 32506

**ORDER**

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida, and the Special Magistrate having considered the evidence before him in the  
form of testimony by the Enforcement Officer and the respondent or representative,  
MARY PEARSON as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate  
finds that a violation of the Code of Ordinances 330-203(a), 203(b), 203(c)

has occurred and continues.



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: MARY PEARSON shall have until 9/12, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Complete removal of all drains, removal of all debris

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50<sup>00</sup>/<sub>100</sub> per day, commencing 9/13/06, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against MARY PEARSON.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 22<sup>nd</sup> day of August, 2006.

  
\_\_\_\_\_  
Jim Messer  
Special Magistrate  
Office of Environmental Enforcement

Recorded in Public Records 07/01/2013 at 01:58 PM OR Book 7039 Page 1073,  
Instrument #2013048120, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

HANCOCK BANK, as assignee of the  
Federal Deposit Insurance Corporation as  
Receiver of Peoples First Community Bank,

Plaintiff,

v.

MARY B. PEARSON, d/b/a Nob Hill Liquors;  
JOHN J. TRIER; ESCAMBIA COUNTY;  
CITY OF PENSACOLA; THE LAMAR CORPORATION;  
and BLP PROPERTIES, LLC;

Defendants.

CASE NO.: 2012 CA 003232

2013 JUN 26 P 2:49  
ORIGINAL FILED IN ESCAMBIA COUNTY  
FILED & RECORDED

**FINAL JUDGMENT IN FAVOR OF HANCOCK BANK**  
**AND FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came for hearing on June 25, 2013 upon the Motion for Summary Judgment filed by HANCOCK BANK, as assignee of the Federal Deposit Insurance Corporation as Receiver of Peoples First Community Bank ("Plaintiff"), whose municipal address is 1022 W. 23rd Street, Panama City, Florida 32405. The Defendants, MARY B. PEARSON, d/b/a Nob Hill Liquors (hereinafter "Pearson"), whose address is 3107 E. Cervantes Street, Pensacola, Florida 32503; JOHN J. TRIER (hereinafter "Trier"), whose address is 706 Caliais Lane, Pensacola, Florida 32505; ESCAMBIA COUNTY (hereinafter "Escambia County"), whose address is 221 Palafox Place, Suite 430, Pensacola, Florida 32502; CITY OF PENSACOLA, a municipal corporation of the State of Florida (hereinafter the "City of Pensacola"), whose address is 222 W. Main Street, Pensacola, Florida 32502; THE LAMAR CORPORATION, a Louisiana corporation (hereinafter "Lamar"), whose address is 3521 Corporate Blvd., Baton Rouge, Louisiana 70808; and BLP PROPERTIES, LLC, a Georgia limited liability company (hereinafter "BLP"), whose address is 515 E. Park Avenue, Tallahassee, Florida 32301, have been properly served and have either filed an answer through their attorney(s) of record or have been defaulted for failure to file an answer. Proper notice of said hearing has been provided to Pearson, Trier, City of

Pensacola, Lamar, and BLP (collectively, individually and interchangeably the "Defendants"). This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the Complaint against the Defendants; and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, and there are no material issues of fact or law and this Final Judgment is in satisfaction of all counts in the complaint.

2. That the equities of this cause are with the Plaintiff and against the Defendants.

3. The Court finds that \$270.00 and \$190.00 per hour is an appropriate and reasonable hourly rate to be charged by Plaintiff's attorneys in this action, that 20.5 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 5.5 hours for paralegal time at \$70.00 per hour and \$50.00 per hour is an appropriate and reasonable hourly rate and reasonable amount of time to be expended by the paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. Accordingly, attorneys' fees in the amount indicated below are awarded to Plaintiff.

**AS TO COUNT 1 (Mortgage Foreclosure), COUNT 2 (Suit on Note), and COUNT 3 (Suit on Trier Guaranty):**

4. That Plaintiff recover from Pearson and Trier, jointly and severally, the following amounts due under the promissory note, mortgage, and guaranty sued upon:

Principal	\$ 43,163.30
Interest through December 16, 2012	\$ 58,701.22
Interest from December 17, 2012 to March 21, 2013	\$ 4,456.54
Late Charges	\$ 2,236.69
Appraisal Costs	\$ 5,695.00

Phase I Environmental Costs	\$ 1,500.00
Principal Funds Advanced for 2008 Property Taxes	\$ 11,242.39
Principal Funds Advanced for 2009 Property Taxes	\$ 9,260.50
Principal Funds Advanced for 2010 Property Taxes	\$ 4,471.03
Appraisal Fee	\$ 1,950.00
Subtotal	\$ 142,676.37
<b>FORECLOSURE COSTS:</b>	
Filing Fee	\$ 1,156.76
Service of Process Fees	\$ 465.00
Title Search Costs	\$ 85.00
Postage and Express Mail	\$ 41.29
Foreclosure Costs Subtotal	\$ 1,748.05
<b>JUDGMENT SUBTOTAL</b>	<b>\$144,424.42</b>
<b>ATTORNEYS' FEES</b>	<b>\$ 4,281.00</b>
<b>JUDGMENT TOTAL</b>	<b>\$148,705.42</b>

with interest continuing to accrue at the per diem rate of \$47.41 until the date of this judgment, plus interest at the rate of 4.75% per year, said rate to be adjusted annually on January 1 of each year in accordance with §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

**AS TO COUNT 1 (Mortgage Foreclosure):**

5. Plaintiff holds a lien for the amount equal to the indebtedness described in paragraph four (4) above upon the property covered by that certain Mortgage dated January 14, 2002, executed by Pearson, which Mortgage was recorded on the 17th day of January 2002, in Official Records Book 4837, Page 479 of the Public Records of Escambia County, Florida, as assigned by that certain Assignment of Note, Mortgage and Loan Documents, dated December 18, 2009, and recorded on June 1, 2010, in Official Records Book 6597, Page 451 of the Public

Records of Escambia County, Florida, and as modified by that certain Partial Release of Mortgage and Assignment of Rents dated October 5, 2012, and recorded on the 15th day of October 2012, in Official Records Book 6920, Page 1611 of the Public Records of Escambia County, Florida (hereinafter collectively referred to as the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders; and that if said indebtedness is not paid said property described in the Complaint and in the Mortgage herein sought to be foreclosed, situate, lying and being in Escambia County, Florida, and also described as to-wit:

**PARCEL 1**

Lot 7, Block 1, Plainview, a subdivision of a portion of Section 35, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at Page 80 of the public records of said County

**PARCEL 2**

Lots 9, 10, 11, 12, 13 and 14, Block 13, East Pensacola a subdivision of a portion of Section 5, T-2-S, R-29-W, Escambia County, Florida as shown according to the revised map of East Pensacola by J.E. Kauser in January 1893 and recorded in Deed Book 77, Page 520 of the public records of said County and State.

said Parcel 1 and Parcel 2 to be sold by the Clerk of this Court at two (2) separate public sales as follows:

**Parcel 1:**

That Parcel 1 be sold by the Clerk of this Court at public sale at 11:00 A.M. Central Time on the 8<sup>th</sup> day of August, 2013, to the highest and best bidder or bidders for cash, except as set forth hereinafter, at www.escambia.realforeclose.com, after having first given notice as required by Section 45.031, Florida Statutes.

**Parcel 2:**

That Parcel 2 be sold by the Clerk of this Court at public sale at 11:00 A.M. Central Time on the 8<sup>th</sup> day of August, 2013, to the highest and best bidder or bidders for cash, except as

set forth hereinafter, at [www.escambia.realforeclose.com](http://www.escambia.realforeclose.com), after having first given notice as required by Section 45.031, Florida Statutes.

6. 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, except as indicated otherwise. Furthermore:

a. If Plaintiff is the purchaser of Parcel 1, the Clerk shall credit Plaintiff's bid with the total sum set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full; and

b. To the extent Plaintiff does not bid for Parcel 1 in an amount above the total set forth in paragraph four (4) above plus interest and costs accruing subject to this judgment, and Plaintiff is the purchaser of Parcel 2, then the clerk shall credit Plaintiff's bid with the total sum set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, less Plaintiff's bid for Parcel 1, or such part of it, as is necessary to pay the bid in full.

The intent and purpose of this judgment is that Plaintiff may credit bid, up to the amount of the judgment set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, to purchase Parcel 1 and/or Parcel 2 (with recognition that Plaintiff has no obligation to bid on any of said parcels). If prior to or after the sales, Plaintiff shall be required to advance any monies pursuant to the provisions hereof, then Plaintiff or its attorneys shall so certify to the Clerk of this Court by affidavit, and the amount due to Plaintiff as set forth above shall be increased by the amount of such advances without further order of the Court. If Plaintiff is the successful bidder at one or both sales, Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of this Court is hereby ordered and directed to issue the Certificate(s) of Title to Plaintiff's assignee upon notice to the Clerk by Plaintiff of said assignments and without further order of this Court.



7. On filing the Certificate of Title (one in each of the two sales defined above), the Clerk shall, except as otherwise indicated, 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, plus interest at the rate prescribed above from the date referenced in this judgment to the date of the disbursement; and by retaining any remaining amount pending the further order of this Court. If the high bidder at the sale is any party other than Plaintiff, then that high bidder shall, as a condition of being high bidder, pay to the Clerk of the Court all sums bid, plus the registry fee and all documentary stamps tax necessary for the issuance of the Certificate of Title.

8. 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, 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 REMAINING FUNDS.

9. On filing the Certificates of Sale in each of the two foreclosure sales, the Defendants, and any and all persons claiming by, through, or under the Defendants, since the date of the filing of this suit, are forever barred and foreclosed of and from all right, title, interest, claim, or demand of whatever nature in or to the property herein described, and on the filing of the Certificate of Title, the purchaser at each of the sales, or his or her representative or assigns, shall be let into possession of the property.

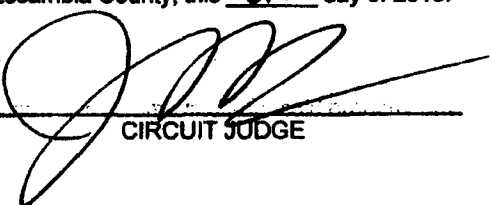
10. Defendants are hereby ordered to remove themselves, family members or agents and any and all personal property owned by the Defendants from the above described property no later than three (3) days from the date of the Certificate of Title. Upon the failure of said

Defendants to comply herewith and upon the filing of an affidavit by the purchaser of the property involved herein, affirmatively showing that possession of the premises has not been delivered to said purchaser within the time stated herein the Clerk of the Court shall, without further order, issue a Writ of Possession, upon request for same by Purchaser or Plaintiff for the premises, commanding the Sheriff of said County, to remove said Defendants, family members or agents and personal belongings from the above described property and then put the purchaser named on the Certificate of Title in immediate possession of the said premises as conveyed.

11. Jurisdiction over this action, and the Judgment rendered herein, is retained to enter such further orders as are proper, including, without limitation, Writs of Assistance, Possession and any required valuations of the properties foreclosed herein; and the Defendants are enjoined and restrained from damaging, molesting, vandalizing or otherwise harming the improvements located on the real property described in this Final Judgment, or from removing from said property anything affixed to the property in such fashion that it has become part of the realty or improvements, and the Court cautions said Defendants that any violation of this provision by themselves or anyone could subject them to contempt powers of this Court.

12. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the office of Matthew C. Hoffman, Esquire, of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC, 801 West Romana Street, Suite A, Pensacola, Florida, 32502, (850) 266-2300, within two (2) working days of your receipt of this Final Judgment of Foreclosure.

DONE AND ORDERED in Chambers at Escambia County, this 25 day of 2013.

  
CIRCUIT JUDGE

*ff*  
*7/1/13*

Conformed Copies to:  
Matthew C. Hoffman  
Carver, Darden, Koretzky,  
Tessier, Finn, Blossman & Areaux, LLC  
[mhoffman@carverdarden.com](mailto:mhoffman@carverdarden.com)

Mary B. Pearson d/b/a Nob Hill Liquors  
3107 E. Cervantes Street  
Pensacola, FL 32503

*ff*  
*at*

John J. Trier  
706 Caliais Lane  
Pensacola, FL 32505

*7/1/13*

Kristin D. Hual, Esq.  
[kdhual@mvescambia.com](mailto:kdhual@mvescambia.com)

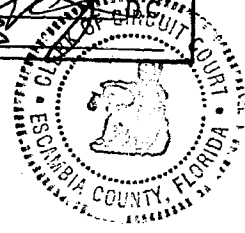
William D. Wells, Esq.  
James M. Messer, Esq.  
[rustywells1@gmail.com](mailto:rustywells1@gmail.com)  
[jmatteson@cityofpensacola.com](mailto:jmatteson@cityofpensacola.com)

The Lamar Corporation  
5321 Corporate Blvd.  
Baton Rouge, LA 70808

The Lamar Corporation  
1200 S. Pine Island Road  
Plantation, FL 33324

BLP Properties, LLC  
c/o NRAI Services, Inc., Reg. Agt.  
515 E. Park Avenue  
Tallahassee, FL 32301

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]*  
DATE: *7-5-2013*



**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

HANCOCK BANK, as assignee of the  
Federal Deposit Insurance Corporation as  
Receiver of Peoples First Community Bank,

Plaintiff,

2013 JUN 26 P 2:49

OFFICE OF THE CLERK  
FILED & RECORDED

v.

CASE NO.: 2012 CA 003232

MARY B. PEARSON, d/b/a Nob Hill Liquors;  
JOHN J. TRIER; ESCAMBIA COUNTY;  
CITY OF PENSACOLA; THE LAMAR CORPORATION;  
and BLP PROPERTIES, LLC;

Defendants.

**FINAL JUDGMENT IN FAVOR OF HANCOCK BANK**  
**AND FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came for hearing on June 25, 2013 upon the Motion for Summary Judgment filed by HANCOCK BANK, as assignee of the Federal Deposit Insurance Corporation as Receiver of Peoples First Community Bank ("Plaintiff"), whose municipal address is 1022 W. 23rd Street, Panama City, Florida 32405. The Defendants, MARY B. PEARSON, d/b/a Nob Hill Liquors (hereinafter "Pearson"), whose address is 3107 E. Cervantes Street, Pensacola, Florida 32503; JOHN J. TRIER (hereinafter "Trier"), whose address is 706 Caliais Lane, Pensacola, Florida 32505; ESCAMBIA COUNTY (hereinafter "Escambia County"), whose address is 221 Palafox Place, Suite 430, Pensacola, Florida 32502; CITY OF PENSACOLA, a municipal corporation of the State of Florida (hereinafter the "City of Pensacola"), whose address is 222 W. Main Street, Pensacola, Florida 32502; THE LAMAR CORPORATION, a Louisiana corporation (hereinafter "Lamar"), whose address is 3521 Corporate Blvd., Baton Rouge, Louisiana 70808; and BLP PROPERTIES, LLC, a Georgia limited liability company (hereinafter "BLP"), whose address is 515 E. Park Avenue, Tallahassee, Florida 32301, have been properly served and have either filed an answer through their attorney(s) of record or have been defaulted for failure to file an answer. Proper notice of said hearing has been provided to Pearson, Trier, City of

Pensacola, Lamar, and BLP (collectively, individually and interchangeably the "Defendants"). This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the Complaint against the Defendants; and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, and there are no material issues of fact or law and this Final Judgment is in satisfaction of all counts in the complaint.

2. That the equities of this cause are with the Plaintiff and against the Defendants.

3. The Court finds that \$270.00 and \$190.00 per hour is an appropriate and reasonable hourly rate to be charged by Plaintiff's attorneys in this action, that 20.5 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 5.5 hours for paralegal time at \$70.00 per hour and \$50.00 per hour is an appropriate and reasonable hourly rate and reasonable amount of time to be expended by the paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. Accordingly, attorneys' fees in the amount indicated below are awarded to Plaintiff.

**AS TO COUNT 1 (Mortgage Foreclosure), COUNT 2 (Suit on Note), and COUNT 3 (Suit on Trier Guaranty):**

4. That Plaintiff recover from Pearson and Trier, jointly and severally, the following amounts due under the promissory note, mortgage, and guaranty sued upon:

Principal	\$ 43,163.30
Interest through December 16, 2012	\$ 58,701.22
Interest from December 17, 2012 to March 21, 2013	\$ 4,456.54
Late Charges	\$ 2,236.69
Appraisal Costs	\$ 5,695.00

Phase I Environmental Costs	\$ 1,500.00
Principal Funds Advanced for 2008 Property Taxes	\$ 11,242.39
Principal Funds Advanced for 2009 Property Taxes	\$ 9,260.50
Principal Funds Advanced for 2010 Property Taxes	\$ 4,471.03
Appraisal Fee	\$ 1,950.00
Subtotal	\$ 142,676.37
<b>FORECLOSURE COSTS:</b>	
Filing Fee	\$ 1,156.76
Service of Process Fees	\$ 465.00
Title Search Costs	\$ 85.00
Postage and Express Mail	\$ 41.29
Foreclosure Costs Subtotal	\$ 1,748.05
<b>JUDGMENT SUBTOTAL</b>	<b>\$144,424.42</b>
<b>ATTORNEYS' FEES</b>	<b>\$ 4,281.00</b>
<b>JUDGMENT TOTAL</b>	<b>\$148,705.42</b>

with interest continuing to accrue at the per diem rate of \$47.41 until the date of this judgment, plus interest at the rate of 4.75% per year, said rate to be adjusted annually on January 1 of each year in accordance with §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

**AS TO COUNT 1 (Mortgage Foreclosure):**

5. Plaintiff holds a lien for the amount equal to the indebtedness described in paragraph four (4) above upon the property covered by that certain Mortgage dated January 14, 2002, executed by Pearson, which Mortgage was recorded on the 17th day of January 2002, in Official Records Book 4837, Page 479 of the Public Records of Escambia County, Florida, as assigned by that certain Assignment of Note, Mortgage and Loan Documents, dated December 18, 2009, and recorded on June 1, 2010, in Official Records Book 6597, Page 451 of the Public

Records of Escambia County, Florida, and as modified by that certain Partial Release of Mortgage and Assignment of Rents dated October 5, 2012, and recorded on the 15th day of October 2012, in Official Records Book 6920, Page 1611 of the Public Records of Escambia County, Florida (hereinafter collectively referred to as the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders; and that if said indebtedness is not paid said property described in the Complaint and in the Mortgage herein sought to be foreclosed, situate, lying and being in Escambia County, Florida, and also described as to-wit:

**PARCEL 1**

Lot 7, Block 1, Plainview, a subdivision of a portion of Section 35, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at Page 80 of the public records of said County

**PARCEL 2**

Lots 9, 10, 11, 12, 13 and 14, Block 13, East Pensacola a subdivision of a portion of Section 5, T-2-S, R-29-W, Escambia County, Florida as shown according to the revised map of East Pensacola by J.E. Kauser in January 1893 and recorded in Deed Book 77, Page 520 of the public records of said County and State.

said Parcel 1 and Parcel 2 to be sold by the Clerk of this Court at two (2) separate public sales as follows:

**Parcel 1:**

That Parcel 1 be sold by the Clerk of this Court at public sale at 11:00 A.M. Central Time on the 8<sup>th</sup> day of August, 2013, to the highest and best bidder or bidders for cash, except as set forth hereinafter, at www.escambia.realforeclose.com, after having first given notice as required by Section 45.031, Florida Statutes.

**Parcel 2:**

That Parcel 2 be sold by the Clerk of this Court at public sale at 11:00 A.M. Central Time on the 8<sup>th</sup> day of August, 2013, to the highest and best bidder or bidders for cash, except as

set forth hereinafter, at [www.escambia.realforeclose.com](http://www.escambia.realforeclose.com), after having first given notice as required by Section 45.031, Florida Statutes.

6. 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, except as indicated otherwise. Furthermore:

a. If Plaintiff is the purchaser of Parcel 1, the Clerk shall credit Plaintiff's bid with the total sum set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full; and

b. To the extent Plaintiff does not bid for Parcel 1 in an amount above the total set forth in paragraph four (4) above plus interest and costs accruing subject to this judgment, and Plaintiff is the purchaser of Parcel 2, then the clerk shall credit Plaintiff's bid with the total sum set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, less Plaintiff's bid for Parcel 1, or such part of it, as is necessary to pay the bid in full.

The intent and purpose of this judgment is that Plaintiff may credit bid, up to the amount of the judgment set forth in paragraph four (4) above plus interest and costs accruing subsequent to this judgment, to purchase Parcel 1 and/or Parcel 2 (with recognition that Plaintiff has no obligation to bid on any of said parcels). If prior to or after the sales, Plaintiff shall be required to advance any monies pursuant to the provisions hereof, then Plaintiff or its attorneys shall so certify to the Clerk of this Court by affidavit, and the amount due to Plaintiff as set forth above shall be increased by the amount of such advances without further order of the Court. If Plaintiff is the successful bidder at one or both sales, Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of this Court is hereby ordered and directed to issue the Certificate(s) of Title to Plaintiff's assignee upon notice to the Clerk by Plaintiff of said assignments and without further order of this Court.



7. On filing the Certificate of Title (one in each of the two sales defined above), the Clerk shall, except as otherwise indicated, 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, plus interest at the rate prescribed above from the date referenced in this judgment to the date of the disbursement; and by retaining any remaining amount pending the further order of this Court. If the high bidder at the sale is any party other than Plaintiff, then that high bidder shall, as a condition of being high bidder, pay to the Clerk of the Court all sums bid, plus the registry fee and all documentary stamps tax necessary for the issuance of the Certificate of Title.

8. 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.

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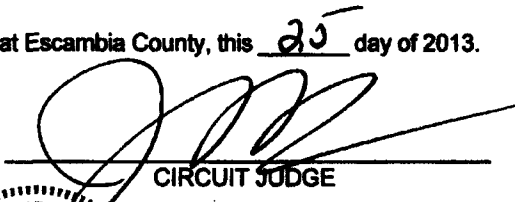
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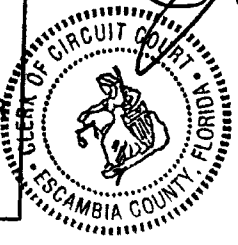
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DONE AND ORDERED in Chambers at Escambia County, this 25 day of 2013.

  
CIRCUIT JUDGE

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: Carol M. Kibut D.C.  
DATE: 7-1-13



ff  
7/11/13  
10

Conformed Copies to:  
Matthew C. Hoffman  
Carver, Darden, Koretzky,  
Tessier, Finn, Blossman & Areaux, LLC  
[mhoffman@carverdarden.com](mailto:mhoffman@carverdarden.com)

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3107 E. Cervantes Street  
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John J. Trier  
706 Caliais Lane  
Pensacola, FL 32505

Kristin D. Hual, Esq.  
[kdhual@myescambia.com](mailto:kdhual@myescambia.com)

William D. Wells, Esq.  
James M. Messer, Esq.  
[rustywells1@gmail.com](mailto:rustywells1@gmail.com)  
[imatteson@cityofpensacola.com](mailto:imatteson@cityofpensacola.com)

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