

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL
CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL ACTION**

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

**CASE NO. 52-2010-CA-011225
DIVISION 33**

FILED
2015 MAR 18 PM 2:56
ST. PETERSBURG
CLERK OF CIRCUIT COURT
KEN BURKE
SPACE FOR RECORDING
ONLY F.S. §695.26

**KENNETH PABST, et al,
Defendant(s).**

UNIFORM FINAL JUDGMENT

THIS MATTER was heard before the Court on March 18, 2015 on an action brought by Plaintiff, GREEN TREE SERVICING LLC¹. After consideration of all evidence presented, this Court rules as follows:

IT IS ADJUDGED that:

**NOTE TO CLERK
Please docket as follows:
UFJB**

COUNT I - MORTGAGE FORECLOSURE

1. Plaintiff has prevailed with a preponderance of the evidence in its favor and judgment is granted.
2. **VALUE OF CLAIM:** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes (effective for actions file on and after June 1, 2009), Plaintiff estimated the amount in controversy of claim to be \$94,788.55. In accordance with section 28.241 (1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$158,367.75. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the following graduated filing fee scale in section 28.241 (1)(a)2.d., Florida Statutes, controls:

¹ Plaintiff name has changed pursuant to order previously entered.

CENTER

\$400	Value of claim less than or equal to \$50,000 with 5 defendants or less
\$905	Value of claim greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value of claim \$250,000 or greater with 5 defendants or less

If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the Plaintiff shall pay the additional fee at least 24 hours prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. The following amounts are due and owed to the Plaintiff:

PRINCIPAL DUE ON THE NOTE SECURED BY THE MORTGAGE FORECLOSED:	\$94,788.55
INTEREST ON THE NOTE AND MORTGAGE FROM 3/1/2010 TO 03/18/2015	29,898.08
PRE-ACCELERATED LATE CHARGES	95.04
PROPERTY INSPECTIONS	200.00
TITLE SEARCH EXPENSES	175.00
TITLE EXAMINATION FEE	75.00
ESCROW	27,881.71
PROPERTY PRESERVATION	2,419.00
Court Costs:	
FILING FEE	950.00
INVESTIGATION/SERVICE OF PROCESS	825.37
PUBLICATION for THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER, OR AGAINST, HELEN JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS JONES A/K/A HELEN E. JONES A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED 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 AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS	125.00
RECORDING FEE	5.00
MEDIATION COST	275.00
CLERK SALE COST 119.00/ CLERK COST FOR POST JUDGMENT MOTION 350.00	469.00
PUBLICATION NOTICE OF SALE	125.00
CERTIFIED COPY EXPENSE 18.00/ EFILING COSTS 43.00	61.00
TOTAL SUM	\$158,367.75

4. The total sum in paragraph 3 will bear interest at the prevailing quarterly statutory interest rate of 4.75 percent from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust annually in accordance with section 55.03, Florida Statutes.

5. Plaintiff, whose address is 225 Towa Park Drive, Suite 325, Kennesaw, GA 30144-3710, holds a lien for the total sum specified in paragraph 3 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest, or claim of the Defendants and all persons, corporations, and 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 Sections 718.116 and 720.3085, Florida Statutes. The plaintiff's lien encumbers the subject property located in PINELLAS County, Florida and described as:

LOT 4, AND THE EAST 1/2 OF LOT 3, BLOCK 1, OF MAXIMO ROAD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 33 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Property Address: 3010 PINELLAS POINT DRIVE, SAINT PETERSBURG, FL 33712

6. If the total sum with interest at the rate described in paragraph 4 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on May 1, 2015, at 10:00AM to the highest bidder for cash, except as prescribed in paragraph 7, in the following location:

- In an online sale at www.pinellas.realforeclose.com, beginning at 10 a.m. on the prescribed date (mark this box for all sales in Pinellas County)
- In an online sale at www.pasco.realforeclose.com, beginning at 11 a.m. on the prescribed date (mark this box for all sales in Pasco County)

after having first given notice as required by Section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours prior to the sale.

Plaintiff or Plaintiff's attorney may also cancel or reschedule the sale by filing a motion with the Court in accordance with Florida Rules of Civil Procedure, Form 1.996(b) and may seek to reschedule the sale to a later date.

7. Plaintiff shall advance all subsequent required costs of this action. Except for the fee to the clerk as provided in §45.035, Florida Statutes, and publishing costs supported by an affidavit, reimbursement or credit for such costs shall be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.

8. If Plaintiff incurs additional expenses subsequent to the entry of this Final Judgment but prior to the sale date specified in Paragraph 6 herein, Plaintiff may, by written motion served on all parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

9. On filing of 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, unless the property is purchased by a third party bidder; 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 4 from this date to the date of the sale; and by retaining any remaining amount pending the further Order of this Court.

10. On filing of 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 the purchaser at the sale shall be let into possession of the property, except as provided in the Protecting Tenants at Foreclosure Act of 2009 Pub. L. No. 111-22, 123 Stat. 1660 or as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. On filing of the Certificate of Sale, Defendant(s) right of redemption as provided by Section 45.0315, Florida Statutes shall be terminated.

11. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$0.00 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 3 of this Judgment.

12. IMPORTANT INFORMATION PROVIDED pursuant to Section 45.031, Florida Statutes:

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 SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A 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, PINELLAS COUNTY, 315 Court Street, Civil Court Records, Clearwater, FL 33756, PHONE: 727-464-3267, 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.

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 Bay Area Legal Services, Inc. - Pinellas / St. Petersburg Office (727)490-4040, Bay Area Legal Services, Inc. - Tampa Office (813)232-1343, Community Law Program - (727)582-7402, Gulfcoast Legal Services, Inc. - Clearwater Office (727)443-0657, Gulfcoast Legal Services, Inc. - St. Petersburg Office (727)821-0726, 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 ANOTHER OPTION. IF YOU CHOOSE TO CONTACT Bay Area Legal Services, Inc. - Pinellas / St. Petersburg Office (727)490-4040, Bay Area Legal Services, Inc. - Tampa Office (813)232-1343, Community Law Program - (727)582-7402, Gulfcoast Legal Services, Inc. - Clearwater Office (727)443-0657, Gulfcoast Legal Services, Inc. - St. Petersburg Office (727)821-0726, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

13. Only the judgment owner will be allowed to credit bid. An assignment of the final judgment of foreclosure filed with the Clerk of the Circuit Court prior to the public sale will effectively transfer with it the right to credit bid at the sale. Court approval of the assignment of the final judgment is not required.

The filing of a Certificate of Sale by the Clerk gives certain property rights to the highest bidder. In order to assign those rights and have the Certificate of Title issued to a third party, the highest bidder must file a written conveyance made in accordance with §689.01 or §692.01, Fla. Stat., governing real estate transfers. Such conveyance must be filed with the Clerk prior to the issuance of the Certificate of Title. Neither

the Court nor the Clerk will change a Certificate of Title based upon a conveyance filed after the Certificate of Title has been issued.

14. Jurisdiction of this action is retained to enter further orders that are necessary or proper including, but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-in-interest only in rem relief from the bankruptcy automatic stay).

COUNT II - REFORMATION OF MORTGAGE

15. The equities of this action are in favor of Plaintiff and Plaintiff is entitled to reformation of the mortgage.

16. Inadvertently, and contrary to the clear intentions of the parties to the mortgage a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

MAXIMO POINT ADDITION BLOCK 1, LOT 4, AND EAST 1/2 OF LOT 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

SHOULD READ: "LOT 4, AND THE EAST 1/2 OF LOT 3, BLOCK 1, OF MAXIMO ROAD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 33 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA."

17. The legal description of the mortgage that was recorded on in Official Records Book 13619, at Page 275 of the Public Records of PINELLAS County, Florida is hereby reformed, nunc pro tunc to the date of the initial recording of the mortgage, to read as follows:

LOT 4, AND THE EAST 1/2 OF LOT 3, BLOCK 1, OF MAXIMO ROAD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 33 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CLMTR

COUNT III - REFORMATION OF WARRANTY DEED

18. The equities of this action are in favor of Plaintiff and Plaintiff is entitled to reformation of the Warranty Deed.

19. Inadvertently, and contrary to the clear intentions of the parties to the Warranty Deed a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

MAXIMO POINT ADDITION BLOCK 1, LOT 4, AND EAST 1/2 OF LOT 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA


SHOULD READ: "LOT 4, AND THE EAST 1/2 OF LOT 3, BLOCK 1, OF MAXIMO ROAD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 33 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA."

20. The legal description of the Warranty Deed that was recorded on in Official Records Book 9557, at Page 471 of the Public Records of PINELLAS County, Florida is hereby reformed, nunc pro tunc to the date of the initial recording of the Warranty Deed, to read as follows:

LOT 4, AND THE EAST 1/2 OF LOT 3, BLOCK 1, OF MAXIMO ROAD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 33 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DONE AND ORDERED in St Petersburg, PINELLAS County, Florida, on this 18th day of

March, 2015


Circuit Judge
52-2010-CA-011225

Copies furnished to all parties:
Robert Schneider, Esquire
Ronald R Wolfe & Associates, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
All parties on the attached Service List

Service List

KENNETH PABST A/K/A KENNETH RUSSELL PABST A/K/A KENNETH R. PABST
 3010 Pinellas Point Drive
 Saint Petersburg, FL 33712

**KENNETH PABST A/K/A KENNETH RUSSELL PABST A/K/A KENNETH R. PABST, AS
 PERSONAL REPRESENTATIVE OF THE ESTATE OF HELEN JONES A/K/A HELEN MARIE
 JONES A/K/A HELEN EVANS JONES A/K/A HELEN E. JONES A/K/A HELEN MARIE PABST
 A/K/A HELEN PABST, DECEASED**
 4030 North Lincoln Avenue
 Tampa, FL 33607

**KENNETH PABST A/K/A KENNETH RUSSELL PABST A/K/A KENNETH R. PABST, AS AN HEIR
 OF THE ESTATE OF HELEN JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS JONES
 A/K/A HELEN E. JONES A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED**
 4030 North Lincoln Avenue
 Tampa, FL 33607

**VIRGINIA RAYE MOORE A/K/A VIRGINIA R. MOORE A/K/A VIRGINIA JONES MOORE, AS AN
 HEIR OF THE ESTATE OF HELEN JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS
 JONES A/K/A HELEN E. JONES A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED**
 7544 Lyle Bend Lane
 Knoxville, TN 37918

**SARAH JONES ANTUNEZ A/K/A SARAH J. ANTUNEZ, AS AN HEIR OF THE ESTATE OF HELEN
 JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS JONES A/K/A HELEN E. JONES
 A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED**
 11304 Mollymawk Court
 New Port Richey, FL 34654

**KIMBERLY RENE JONES A/K/A KIMBERLY R. JONES, AS AN HEIR OF THE ESTATE OF HELEN
 JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS JONES A/K/A HELEN E. JONES
 A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED**
 1625 Coker Avenue
 Knoxville, TN 37917

**PAMELA L. WOODARD A/K/A PAMELA LEIGH JONES, AS AN HEIR OF THE ESTATE OF
 HELEN JONES A/K/A HELEN MARIE JONES A/K/A HELEN EVANS JONES A/K/A HELEN E.
 JONES A/K/A HELEN MARIE PABST A/K/A HELEN PABST, DECEASED**
 7507 Snowpea Court, Unit H
 Alexandria, VA 22306

BAYFRONT ANESTHESIA SERVICES PA
 701 6th S St
 St. Petersburg, FL 33701

CLMTR

G.E. CARD SERVICES
4500 Munson Street NW
CANTON, OH 44718-3607

BARNETT CARD SERVICES
9000 SOUTHSIDE BLVD
JACKSONVILLE, FL 32256-0793

DIAGNOSTIC CLINIC
1301 2ND AVE. SW
LARGO, FL 33770

BANK ONE, ARIZONA, NA
E CAMELBACK RD
PHOENIX, AZ 85016

GREENWOOD TRUST COMPANY N/K/A DISCOVER BANK
c/o c/o LEGAL DEPARTMENT (Discover), R.A.
502 E. Market Street
Greenwood, DE 19950

BAYFRONT MEDICAL CENTER, INC.
c/o Sue G. Brody, R.A.
701 6th St. South
St. Petersburg, FL 33701

SUNSTAR EMS
12490 ULMERTON RD
LARGO, FL 33774

ALAN R. LUSTIG, M.D. NEPHROLOGY ASSOCIATES, P.A.
1201 5TH AVE N #302
ST. PETERSBURG, FL 33705

ST. PETERSBURG MEDICAL CLINIC
1099 5th Ave N
ST. PETERSBURG, FL 33705-1419

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