

Filing # 135262001 E-Filed 09/24/2021 12:45:41 PM

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-GC32, by and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer, CASE NO.: 2020-CA-002324

Plaintiff,

vs.

IB TALLAHASSEE, LLC, a Delaware limited liability company, RB TALLAHASSEE, LLC, a Delaware limited liability company, CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company, BURNETTE ROOFING, INC., an inactive Florida corporation, and 1 HOUR SIGNS, INC., a Florida corporation,

Defendants.

SUMMARY FINAL JUDGMENT OF FORECLOSURE

THIS MATTER having come before the Court upon the Motion for Summary Final Judgment of Foreclosure filed by Plaintiff, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-GC32, by and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer (hereafter "Lender"), against Defendants, IB TALLAHASSEE, LLC, a Delaware limited liability company (hereafter "Borrower"), RB TALLAHASSEE, LLC, a Delaware limited liability company, CEMEX

E-Filed and E-Served
by SB on SEP 24 2021

CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company, and BURNETTE ROOFING, INC., an inactive Florida corporation, and the Court having reviewed the Motion and affidavits in support, having heard arguments of counsel and being fully advised in the premises, it is

ORDERED AND ADJUDGED:

1. Plaintiff is entitled to a Summary Final Judgment of Foreclosure against Defendants as a matter of law.

2. The loan documents being foreclosed by Plaintiff in this cause (the "Loan Documents") constitute a valid lien on real property located in Leon County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Real Property"), and improvements on the Real Property, and related personal property (collectively, the "Mortgaged Property").

3. Plaintiff is awarded a Final Judgment against Borrower, in the following amounts:

Principal	\$23,647,108.77
Note Interest	\$1,803,207.51
Default Interest	\$2,024,978.09
Late Fees	\$180,667.35
Prepayment Premium	\$3,637,563.56
Protective Advances	\$508,672.97
Tax Advances	\$171,626.89
Special Servicing Fee	\$67,572.46
Interest on Advances	\$59,099.96
Liquidation Fee	\$321,488.90

Payoff Fee	\$1,000.00
Cash Held in Reserve	(\$27,512.59)
Attorney's Fees	\$236,818.25
Costs	\$2,476.13

for a total of **\$32,634,768.25**, which shall then bear the interest at the legal rate of 4.25% per annum (hereafter the "Total Sum").

4. Plaintiff holds a lien for the Total Sum superior to all claims or estates of Defendants, or any others, in and to the Mortgaged Property.

5. If the Total Sum, together with interest thereon at the legal rate of 4.25% per annum and all costs of this action and proper advances accruing subsequent to this judgment are not paid prior to the sale, the Clerk of Court shall sell the Mortgaged Property, at public sale on the 28 day of October, 2021 commencing at 11:00 a.m., to the highest bidder for cash, except as hereinafter provided, in Leon County, Florida in accordance with Section 45.031, Florida Statutes, online at www.leon.realforeclose.com.

6. Plaintiff, or its successors or assigns, shall advance all subsequent costs of this transaction and shall be reimbursed for same by the Clerk of Court if Plaintiff, or its successors or assigns, is not the purchaser of the Mortgaged 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. In the event Plaintiff, or its successors or assign, is the purchaser, the Clerk shall credit Plaintiff's bid with the Total Sum, together with interest and costs accruing subsequent to this Summary Final Judgment, or such part of it, as is necessary to pay the bid in full. If subsequent to the date hereof and prior to the sale, Plaintiff, or its successors or assign, shall advance any monies to protect its mortgage lien or expend any additional attorneys' fees,

then Plaintiff may file an Affidavit with the Court and said amounts shall be added to the sums awarded in this Summary Final Judgment, without further Order of this Court.

7. Upon the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale (the "Sales Proceeds") (or, in the event Plaintiff, or its successors or assigns, is the successful purchaser, credit such successful bid (the "Credit Bid")), so far as such bid is sufficient, by paying, first, all of Plaintiff's costs, including those costs set out in paragraph 6 above; second, the total amount due to Plaintiff, less the items paid, plus interest thereon at the rate prescribed by law through the date of sale; and third, by retaining any other amount pending further order of this Court.

8. Upon filing of the Certificate of Sale, Defendants and all persons claiming under, through or against them since the filing of the Notice of Lis Pendens are, and shall be, foreclosed of all estate or claim in the Mortgaged Property

9. Upon the filing of the Certificate of Title, the person or entity named in the Certificate of Title shall be let into possession of, and shall be the true and lawful owner of, the Mortgaged Property. If any parties remain in possession of the Mortgaged Property, the Clerk shall without further order of the court issue forthwith a Writ of Possession upon request of the person named in the Certificate of Title.

10. Upon issuance of the Certificate Title, all Receivership Property, as defined in the Order Appointing Receiver entered in the action above-styled, shall be transferred to the successful purchaser of the Mortgaged Property.

11. Plaintiff may assign its rights under this Summary Final Judgment of Foreclosure, including the right to credit bid, to a third party upon the filing of an Assignment of Summary Final Judgment of Foreclosure and Right to Bid at Foreclosure Sale (the

“Assignment”). The Assignment shall be effective upon filing and the third party assignee will be deemed to have all of the rights and remedies set forth in this Summary Final Judgment of Foreclosure.

12. This Court retains jurisdiction of this action to enter further Orders that are proper including, without limitation, writs of possession and supplemental complaints to re-foreclose interest of omitted parties.

13. NOTICE TO SUBORDINATE LIENHOLDERS: 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.

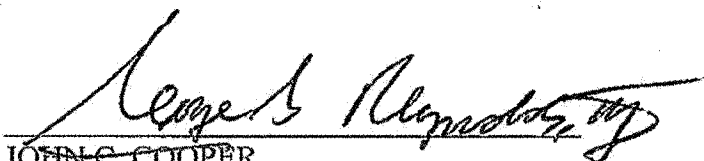
IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

Furthermore, if the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, you are further advised:

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 LEON COUNTY COURTHOUSE, 301 S. MONROE ST., TALLAHASSEE, FLORIDA 32301 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

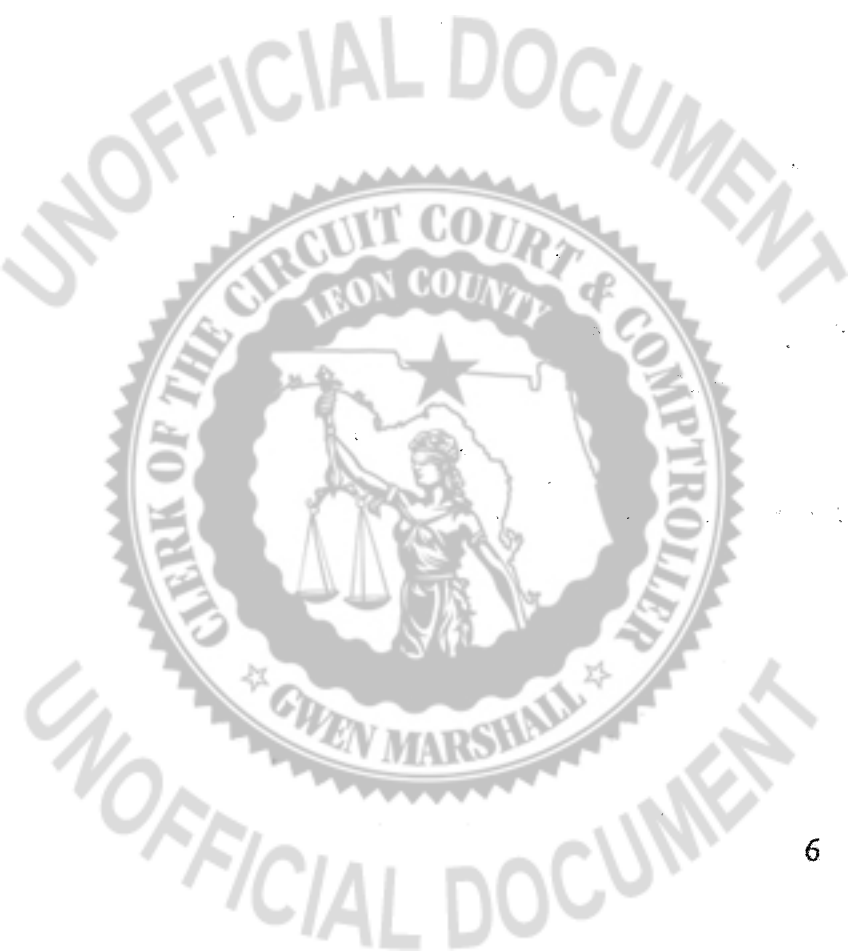
THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LOCAL OR NEAREST LEGAL AID OFFICE TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT AN ATTORNEY OR LEGAL AID OFFICE FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in Chambers, in Tallahassee, Leon County, Florida, this 23 day of September, 2021.


JOHN C. COOPER
Senior Circuit Judge

With Copies to:

- Todd F. Kobrin, Esq., (tkobrin@shutts.com; egutierrez@shutts.com)
- Frederick W. H. Carter, Esq., (FWCarter@Venable.com)
- Brian G. Rich, Esq., (brich@bergersingerman.com)
- Alan J. Perlman, Esq., (aperlman@dickinsonwright.com; vbrijbasi@dickinsonwright.com).
- Burnette Roofing, Inc., 3919 West Millers Bridge Road, Tallahassee, FL 32312
- Cemex Construction Materials Florida, LLC, 801 US Highway 1, North Palm Beach, FL 33408



Copies Mailed and/or E-Served
by SB on SEP 24 2021

EXHIBIT "A"LEGAL DESCRIPTION

The following described land located in the County of Leon, State of Florida:

All of Lot 182 and part of Lots 181, 180 and 177, of the original plan of the City of Tallahassee, Florida, being more particularly described as follows:

Begin at the northwest corner of said Lot 182 and run thence North 89°58' East, along the North boundary of said Lot 182, also being the South right of way of Park Avenue, a distance of 163.54 feet; thence South 00°04' East parallel to the East right of way boundary of Adams Street, 106.67 feet; thence South 89°56' West, parallel to the North right of way boundary of College Avenue, 3.5 feet to the East boundary of said Lot 182; thence South 00°04' East, along the East boundary of Lots 180 and 182 and parallel to the East right of way boundary of Adams Street, a distance of 80.86 feet; thence South 89°56' West, parallel to the North right of way boundary of College Avenue, a distance of 62.2 feet; thence South 00°04' East, parallel to the East right of way boundary of Adams Street, a distance of 6.88 feet; thence South 89°56' West, 0.12 feet; thence South 00°10' East, 29.30 feet; thence North 89°56' East, 0.07 feet; thence South 00°04' East, parallel to the East right of way boundary of Adams Street, a distance of 0.49 feet; thence North 89°56' East, parallel to the North right of way boundary of College Avenue, a distance of 0.50 feet; thence South 00°04' East, parallel to the East right of way boundary of Adams Street, a distance of 36.67 feet; thence North 09°56' East, parallel to the North right of way boundary of College Avenue, a distance of 1.04 feet; thence South 00°04'10" East, 80.00 feet, to the North right of way boundary of College Avenue, a distance of 1.04 feet; thence South 00°04'10" East, 80.0 feet, to the North right of way boundary of College Avenue; thence South 89°56' West, along said right of way boundary, a distance of 69.10 feet; thence North 00°03'40" West, 99.48 feet; thence South 89°56' West, 30.42 feet, to the East right of way boundary of Adams Street; thence North 00°04' West, along said East right of way boundary, a distance of 241.44 feet, to the Point of Beginning.

ORLDOCS 188827862

