

Filing # 171948232 E-Filed 04/27/2023 02:04:39 PM

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR CITRUS COUNTY, FLORIDA CIVIL ACTION**

ANDREW WATSON and JACQUELYN  
R. WATSON-ARSENAULT, as trustees  
of the Thomas A. Watson Revocable Trust,  
dated May 19, 1994,

Case No: 2019 CA 000160

Plaintiff,

vs.

JOHN T. MARSHALL, as the Personal  
Representative of the Estate of WILLIAM  
L. GAMBLE, SR.; ALL OTHER PARTIES  
CLAIMING AN INTEREST BY, THROUGH,  
UNDER OR AGAINST WILLIAM GAMBLE,  
SR.; WILLIAM GAMBLE, JR.; SHARON  
GAMBLE; CATHERINE OWENS; MICHAEL BRANNEN;  
CAROL GAMBLE-TUCKER;  
DEBBIE SALGUEIRO A/K/A DEBBIE CATHY PARKER;  
and UNKNOWN OCCUPANTS,

Defendants.

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**SUMMARY FINAL JUDGMENT OF FORECLOSURE**

THIS ACTION having come on before the Court on the Plaintiff's Motion for Summary Final Judgment for foreclosure, Plaintiff, ANDREW WATSON and JACQUELYN R. WATSON-ARSENAULT, as trustees of the Thomas A. Watson Revocable Trust, dated May 19, 1994, and the Court finding that proper notice was given to all parties, the Court finding that it has jurisdiction of the parties hereto and subject matter hereof, and having reviewed the pleadings, the Affidavits filed by the Plaintiff, and having heard arguments of counsel, it is therefore;

ORDERED AND ADJUDGED THAT:

1. The equities of this cause are with the Plaintiff and against the Defendants, it is entitled to maintain this suit and this Court has jurisdiction of the subject and the parties hereto.
2. The mortgage and any modifications herein sued upon were duly and legally executed, acknowledged, delivered and recorded. The mortgage and note did and do constitute a

good, valid and subsisting lien upon the mortgaged property hereinafter described and the terms, conditions and covenants of said mortgage are stated in Plaintiff's Complaint.

3. Defendants, JOHN T. MARSHALL, as the Personal Representative of the Estate of WILLIAM L. GAMBLE, SR.; ALL OTHER PARTIES CLAIMING AN INTEREST BY, THROUGH, UNDER OR AGAINST WILLIAM GAMBLE, SR.; WILLIAM GAMBLE, JR.; SHARON GAMBLE; CATHERINE OWENS; MICHAEL BRANNEN; CAROL GAMBLE-TUCKER; DEBBIE SALGUEIRO A/K/A DEBBIE CATHY PARKER; and UNKNOWN OCCUPANTS, have defaulted in the performance of the obligations under the note and mortgage by failing to make payment when due. This default constituted a breach of the covenants of the mortgage and note herein sued upon.

4. That a Final Summary Judgment of Foreclosure is hereby entered in favor of the Plaintiff against Defendants, and the following amounts are found to be presently due and owing to the Plaintiff:

First Mortgage

a)	Principal in the amount of:	\$ 23,648.56
b)	Interest in the amount of: (As of April 25, 2023)	\$ 18,110.96
c)	Late Fees (\$10.00 per each late payment)	\$ 530.00
d)	Property Clean-up Per Code Enforcement:	\$ 2,703.00
e)	Property Taxes: (2015-2022)	\$ 5,826.56
f)	Attorney's Time and Costs:	<u>\$ 5,692.95</u>
	Total Judgment Due:	\$ 56,512.03

Together with the future costs of this suit, including the cost of sale, and that such sums constitute a first lien on the real property hereinafter described. Interest will accrue on the grand total at the rate of interest set forth in the note or the rate of interest set forth in Section 55.03, Florida Statutes, whichever is less.

5. That a lien is held by the Plaintiff for the grand total sum specified in the preceding paragraph superior in dignity to any right, title, interest, equity or claim of the Defendants, or some or any of the Defendants, upon the mortgaged property herein foreclosed, situate in CITRUS

County, Florida, and described as follows:

**"SEE ATTACHED EXHIBIT A".**

6. That if the aforesaid sum total due to the Plaintiff, plus interest accruing on the subtotal amount as set forth above from and after date of this judgment at the legal rate of interest per annum, the rate provided by law are not forthwith paid, the Clerk of the Court shall sell the aforesaid property at public sale to be held <sup>on June 1, 2023, at 10:00 AM at</sup> ~~at the Citrus County Courthouse, 110 N. Apopka Avenue,~~ <sup><https://www.citrus.realtorforeclose.com></sup> ~~Inverness, Florida 34450,~~ after having first given notice as required by Section 45.031, Florida Statutes, such sale to be pursuant to and in accordance with such statute.

7. That the Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, and may advance amounts due the first mortgage holder, taxes and insurance as expenses to be supported by affidavit, and Plaintiff shall be reimbursed therefore by the Clerk out of the proceeds of sale, if the Plaintiff shall not become the purchaser of the property at this sale.

8. That Plaintiff may bid for purchase of the property at the sale. If the Plaintiff shall be the purchaser, the Clerk shall credit on the bid for Plaintiff the grand total sum herein found to be due to the Plaintiff, together with interest accruing on the sum as set forth above to the date of confirmation of the sale and costs and sums advanced under the previous paragraph, or such portion thereof as may be necessary to pay fully the bid of the Plaintiff.

9. That if the purchaser at said sale is other than the Plaintiff, said purchaser shall, at the time of or immediately following said sale, or at such other time as required by the Clerk, pay over to the Clerk the amount of the bid price, and upon issuance of the Certificate of Sale, said purchaser shall also purchase, pay for and affix requisite documentary stamps to said certificate.

10. That if the purchaser at said sale is other than the Plaintiff, the Clerk, upon issuance of the Certificate of Title, shall disburse the proceeds obtained from the foreclosure sale by paying to the Plaintiff all costs, sums and expenses incurred by the Plaintiff subsequent to the entry of this judgment, plus the grand total sum hereinabove found to be due to the Plaintiff above, plus interest as set forth above from the date of this Order to the date of such distribution, or so much thereof as the funds on hand may permit. If the total amount realized on the sale exceeds the total of the sums ordered to be paid hereunder then the Clerk shall disburse such surplus as this Court shall hereafter direct.

11. That upon issuance of the Certificate of Sale, the Defendants, and any and all persons claiming by, through or under said Defendants, or any or some of them, since the filing of the Lis

Pendens herein, shall be forever barred and foreclosed of and from any and all right, title, interest, claim or demand of any kind or nature whatsoever, in and to the property hereinabove described. Upon issuance of the Certificate of Title, the purchaser at the sale, his representatives or assigns, shall be entitled to immediate possession of said property.

12. That upon proof made by affidavit of a demand upon and refusal buy any Defendants herein to vacate and surrender possession of the subject realty to such purchaser, then the Clerk of this Court shall, without further order of this Court, issue a Writ of Possession, such procedure being pursuant to and in accordance with Rule 1.580, Florida Rules of Civil Procedure.

13. That anything hereinabove to the contrary notwithstanding, this Order shall be without prejudice to the Defendants or any of them, to subsequently petition for and establish their respective rights to any surplus which may arise as a result of the foreclosure sale, and this Court retains further jurisdiction for such purpose and for such other purposes as may appear proper including the entry of further orders and judgments.

14. In the event an Assignment of Bid is filed prior to issuance of the Certificate of Title, the Assignment of Bid shall be accepted by the Clerk of the Circuit Court and the Clerk shall issue the Certificate of Title to the Assignee under the Assignment of Bid.

**15. 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 LIEN HOLDER 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.**

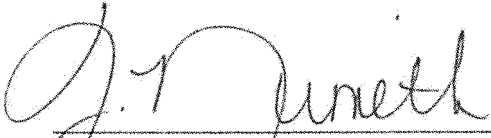
**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER, OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE CIRCUIT COURT, CITRUS COUNTY COURTHOUSE, ATTN: CIRCUIT CIVIL, 110 N. APOPKA AVENUE, INVERNESS, FLORIDA 34450, 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, PREFERRED 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: COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC., INVERNESS OFFICE, 106 N. OSCEOLA AVENUE, INVERNESS, FLORIDA 34450, 352-726-0177, 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 CHOSE TO CONTACT COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC., INVERNESS OFFICE FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER THE RECEIPT OF THIS NOTICE.

16. This Court retains jurisdiction of this cause for the purpose of making any and all further Orders and Judgments herein as may be equitable, including but not limited to, the entry of deficiency judgment, writs of possession and additional attorney's fees and costs and expenses incurred by the Plaintiff.

DONE AND ORDERED in Chambers this 27<sup>th</sup> day of April 2023, at Citrus County, Florida.

  
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HONORABLE JASON J. NIMETH  
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished by e-service to Robert E. Bone Jr., Esquire, [service@thebonelawfirm.com](mailto:service@thebonelawfirm.com) and [rbone@thebonelawfirm.com](mailto:rbone@thebonelawfirm.com), John T. Marshall, Esquire, [john@marshalllawpa.com](mailto:john@marshalllawpa.com), and Jessica T. Sebag, Esquire, [jessica@sebaglegal.com](mailto:jessica@sebaglegal.com) and [pleadings@sebaglegal.com](mailto:pleadings@sebaglegal.com), and by Regular U.S. Mail to the following on this 21<sup>st</sup> day of April 2023:

William Gamble, Jr., DC# U02931, 10650 SW 46<sup>th</sup> Street, Jasper, FL 32052

Sharon Gamble, 4296 E. Kelly Court, Inverness, FL 34453

Catherine Owens, 1419 S. Highcliff Point, Homosassa, FL 34448

Michael Brannen, 307 W. Palm Avenue, Bushnell, FL 33513

Carol Gamble-Tucker, 38 N. Kaufman Terrace, Inverness, FL 34453

Debbie Salgueiro, 39650 US Hwy 19N, Apt. 53, Tarpon Springs, FL 34689

Unknown Occupants, 3701 E. Jerome Street, Inverness, FL 34453

  
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Judicial Assistant / Clerk

**Exhibit "A"**

Lots 37, 38, 39 and 40, Block 147, INVERNESS HIGHLANDS UNIT NO. 9, according to the Plat thereof recorded in Plat Book 2, Pages 175 through 177, inclusive, Public Records of Citrus County, Florida.