IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA

FIRST BANK, a Missouri state chartered bank, as successor by merger to COAST BANK OF FLORIDA,

Plaintiff,

v. Case No.

JANIS STEWART,

Defendant.
_____/

COMPLAINT FOR MORTGAGE FORECLOSURE
AND OTHER RELIEF

COMES NOW Plaintiff, FIRST BANK, a commercial bank organized under the laws of the State of Missouri, as successor by merger to COAST BANK OF FLORIDA ("FIRST BANK"), by and through its undersigned counsel, and sues Defendant, JANIS STEWART, and alleges:

1. This is an action to foreclose a real estate mortgage on real property and fixtures located in Charlotte County, Florida.

2. Plaintiff is a Missouri commercial bank with offices in Manatee County, Florida.

3. On December 1, 2005, Defendant JANIS STEWART ("STEWART") executed and delivered to COAST BANK in Charlotte County, Florida, an Adjustable Rate Note with a Construction/Permanent Loan Addendum ("Note") and a purchase money first mortgage ("Mortgage") securing the payment of the indebtedness evidenced by the Note. The Mortgage was recorded on December 12, 2005, in Official Records Book 2866, at Page 1562, of the Public Records of Charlotte County, Florida, and mortgaged the real property and fixtures described therein ("Property"). Copies of the Note and Mortgage are attached as Composite Exhibit "A".

4. Additionally, Defendant STEWART executed and delivered to COAST BANK a Construction Loan Agreement which covered the terms of the construction loan made to

Defendant STEWART. A copy of the Construction Loan Agreement is attached hereto as Exhibit "B".

5. Plaintiff, as the successor by merger to Coast Bank of Florida, owns and holds the Note, Mortgage and Construction Loan Agreement, hereinafter referred to as "Loan Documents".

6. The Property is now owned by Defendant STEWART who holds possession.

7. Defendant STEWART is in default of the Loan Documents as follows:

A) The required interest payments since June 1, 2007, have not been made.

B) The 2007 ad valorem real property tax has not been paid.

8. Plaintiff declares the full amount payable under the Note and Mortgage to be now due.

9. In order to satisfy the Loan Documents, Plaintiff must be paid One Hundred Twelve Thousand Eight Hundred Fifty-Three & 34/100 ($112,853.34) Dollars principal, together with accrued unpaid interest on the Note from May 1, 2007, late charges and other costs as provided in the Loan Documents, and all costs of collection including title and UCC search expenses for ascertaining proper parties to this action.

10. During the pendency of this action, Plaintiff may be required to advance and pay ad valorem property taxes, property insurance premiums, property inspection fees, property appraisal fees and other costs to protect Plaintiff's security in the Property. In the event same are paid by Plaintiff, Plaintiff is entitled to reimbursement therefor in accordance with the terms of the Mortgage.

11. In the event the Property or any portion thereof is rented, leased or sub-leased and generating rents, Plaintiff hereby demands payment of all rents received from the Property.

12. All conditions precedent to Plaintiff bringing this action have been performed or have occurred.

13. Plaintiff has retained Greene & Schermer as its attorneys and is obligated to pay its attorneys a reasonable fee for their services in bringing this action, together with reimbursement of costs expended.

14. The claim, lien, right, title and interest of any and all Defendants herein named or hereafter made party to this action are subject, subordinate and inferior to the right, title, interest and lien of the Mortgage.

DEMAND FOR JUDGMENT

Plaintiff respectfully demands judgment as follows:

A) That the Court ascertain the amount of money due Plaintiff for principal and interest under the Loan Documents and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, which Plaintiff is entitled to recover in this action plus interest thereon.

B) That the Court find and order that Plaintiff has a lien upon the Property for the sum of money found to be due Plaintiff.

C) That the Court find and order that Plaintiff's mortgage lien is superior and paramount to all liens, rights, title and interest of Defendant or any party claiming by, through or under them, and that such liens, rights, title or interest of the Defendants or any party claiming by, through or under them be forever barred and foreclosed.

D) That the Court take an accounting of the sums due Plaintiff under the Note and Mortgage, and if the sums are not paid within a time set by the court, that a judgment of foreclosure of the Mortgage be entered and that the Court order the Property to be sold by the Clerk of the Court to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes.

E) That the Court order delivery and possession of the Property to the foreclosure sale purchaser upon proof made of the demand or refusal of any Defendant to surrender said

possession, and the Clerk of the Court be directed to issue a writ of possession without further order of the Court.

F) That the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper including, without limitation, to determine Plaintiff's entitlement to and amount of a deficiency judgment against Defendant JANIS STEWART.

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