

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR MANATEE COUNTY, FLORIDA

CADENCE BANK, N.A.,

Plaintiff,

v.

Case No.

PDC PROPERTIES, LLC, a Florida limited liability company, PATRICK J. COOK, DARLA W. COOK, and 64 CENTER EAST ASSOCIATION, INC., a Florida corporation,

Defendants.

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**COMPLAINT TO FORECLOSE  
MORTGAGE AND OTHER RELIEF**

COMES NOW Plaintiff, CADENCE BANK, N.A., as successor by merger to SUNCOAST BANK ("CADENCE BANK") by and through its undersigned counsel, and sues Defendants PDC PROPERTIES, LLC, a Florida limited liability company ("PDC PROPERTIES"), PATRICK J. COOK ("P. COOK"), DARLA W. COOK ("D. COOK"), and 64 CENTER EAST ASSOCIATION, INC, a Florida corporation ("64 CENTER"), and alleges:

**COUNT I - FORECLOSURE**

1. This is an action to foreclose a mortgage and security agreement on real property, personal property and fixtures located in Manatee County, Florida, more particularly described in attached Exhibit "1" ("Property")

2. Plaintiff is a national banking association with offices in Sarasota County, Florida.

3. On May 6, 2005, Defendant PDC PROPERTIES and SUNCOAST BANK ("ORIGINAL LENDER"), as lender, entered into certain loan transactions, as follows:

A. On May 6, 2005, Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Promissory Note in the original principal amount of \$227,000.00 ("Note"), a copy of which is attached as Exhibit "2"; and

B. Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Mortgage & Security Agreement ("Mortgage") securing payment of the indebtedness

evidenced by the Note. The Mortgage granted to ORIGINAL LENDER a security interest in the Property. The Mortgage was recorded on June 22, 2005, in Official Records Book 2031, at Page 5304, of the Public Records of Manatee County, Florida. A copy of the Mortgage is attached as Exhibit "3".

4. Also on May 6, 2005, in order to more fully secure the loan referenced above, Defendants PATRICK J. COOK and DARLA W. COOK (collectively, "Guarantors"), executed and delivered to ORIGINAL LENDER a Guaranty Agreement ("Guaranty") of the debt of PDC PROPERTIES, a copy of the Guaranty being attached hereto as Exhibit "4".

5. Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Modified Promissory Note with an effective date of May 6, 2005 ("Modified Note"). A copy of the Modified Note is attached hereto as Exhibit "5."

6. On October 27, 2005, Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Mortgage Modification Agreement ("First Modification") with an effective date of May 6, 2005, and recorded October 28, 2005 in Official Records Book 2072, at Page 3177 of the Public Records of Manatee County, Florida. A copy of the First Modification is attached as Exhibit "6".

7. On April 25, 2006, Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Mortgage Modification Agreement ("Second Modification") with an effective date of May 6, 2005, and recorded April 25, 2006 in Official Records Book 2119, at Page 5714, of the Public Records of Manatee County, Florida. A copy of the Second Modification is attached hereto as Exhibit "7."

8. On June 7, 2006, Defendant PDC PROPERTIES executed and delivered to ORIGINAL LENDER a Mortgage Modification Agreement ("Third Modification") with an effective date of May 6, 2005, and recorded June 7, 2006 in Official Records Book 2131, at Page 430 of the Public Records of Manatee County, Florida. A copy of the Third Modification is attached hereto as Exhibit "8."

9. On June 18, 2008, Defendant PDC PROPERTIES and CADENCE BANK, entered into certain loan transactions, as follows:

A. On June 18, 2008, Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Commercial Fixed Rate Promissory Note in the original principal amount of \$227,000.00 ("Renewal Note"). A copy of the Renewal Note is attached hereto as Exhibit "9"; and

B. Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Modification and Extension of Mortgage ("Fourth Modification") securing payment of the indebtedness evidenced by the Renewal Note. The Fourth Modification was recorded on June 24, 2008, in Official Records Book 2264, at Page 3715, of the Public Records of Manatee County, Florida. A copy of the Fourth Modification is attached as Exhibit "10".

10. Also on June 18, 2008, in order to more fully secure the loan referenced above, Defendants PATRICK J. COOK and DARLA W. COOK ("Guarantors"), each executed and delivered to CADENCE BANK an Unlimited Continuing Guaranty (collectively, "Second Guaranties") of the debt of PDC PROPERTIES, Copies of the Guaranties being attached hereto as Composite Exhibit "11".

11. On June 24, 2009, Defendant PDC PROPERTIES and CADENCE BANK, entered into certain loan transactions, as follows:

A. On June 24, 2009, Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Commercial Fixed Rate Promissory Note ("Second Renewal Note") in the original principal amount of \$227,000.00. A copy of the Second Renewal Note is attached hereto as Exhibit "12".; and

B. Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Modification and Extension of Mortgage ("Fifth Modification") securing payment of the indebtedness evidenced by the Second Renewal Note. The Fifth Modification was recorded on June 29, 2009, in Official Records Book 2303, at Page 5342, of the Public Records of Manatee County, Florida. A copy of the Fifth Modification is attached as Exhibit "13".

12. On July 22, 2010, Defendant PDC PROPERTIES and CADENCE BANK entered into certain loan transaction, as follows:

A. On July 22, 2010, Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Promissory Note in the original principal amount of \$209,398.83 ("Third Renewal Note"). A copy of the Third Renewal Note is attached as Exhibit "14"; and

B. On July 22, 2010 Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Modification of Mortgage ("Sixth Modification") securing payment of the indebtedness evidenced by the Third Renewal Note. The Sixth Modification was recorded on June 26, 2010, in Official Records Book 2346, at Page 6890, of the Public Records of Manatee County, Florida. A copy of the Sixth Modification is attached as Exhibit "15".

13. Also on July 22, 2010, in order to more fully secure the loan referenced above, Defendants PATRICK J. COOK, and DARLA W. COOK, each executed and delivered to CADENCE BANK a Commercial Guaranty (collectively, "Third Guaranties") of the debt of PDC PROPERTIES, Copies of the Guaranties being attached hereto as Composite Exhibit "16".

14. On July 22, 2011, Defendant PDC PROPERTIES executed and delivered to CADENCE BANK a Change in Terms Agreement in the original principal amount of \$200,078.09 ("Extension Agreement"). A copy of the Extension Agreement is attached as Exhibit "17".

15. The Note, Mortgage, Guaranty, Modified Note, First Modification, Second Modification, Third Modification, Renewal Note, Fourth Modification, Second Guaranties, Second Renewal Note, Fifth Modification, Third Renewal Note, Sixth Modification, Third Guaranties and Extension Agreement are hereafter collectively referred to as the "Loan Documents."

16. CADENCE BANK, N.A., as successor by merger to SUNCOAST BANK, is the owner and holder the Loan Documents. A copy of the Articles of Merger is attached hereto as Exhibit "18".

17. The Loan Documents are in default. Defendant PDC PROPERTIES and the Guarantors defaulted under the Loan Documents by failing to pay the payment due on the Note on June 22, 2012, and all subsequent principal and interest payments.

18. Plaintiff declares the full amounts payable under the Loan Documents to be now due.

19. In order to satisfy the Loan Documents under the Note, CADENCE BANK must be paid ONE HUNDRED NINETY-TWO THOUSAND TWENTY-EIGHT & 48/100 DOLLARS (\$192,028.48) that is due on principal, late charges, accrued unpaid interest, and all costs of collection including court costs, title and UCC search expenses for ascertaining proper parties to this action and attorneys' fees and costs.

20. During the pendency of this action, Plaintiff may be required to advance and pay ad valorem taxes, insurance premiums 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 Mortgages.

21. The Property is now owned by PDC PROPERTIES who holds possession subject to the lease interests of the tenants on the Property, if any.

22. All conditions precedent to Plaintiff bringing this action have been met or have occurred.

23. Plaintiff has retained the law firm of Greene Hamrick Perrey Quinlan & Schermer, P.A., to represent it in connection with this matter and has agreed to pay said firm a reasonable attorneys' fee for their services herein, together with reimbursement of costs expended.

24. The Property or some portion thereof may be rented, leased or sub-leased and is generating rents, income, issues, profits, proceeds and revenues (collectively, "Rent"). Plaintiff hereby perfects its interest in those rents and hereby again demands payment of all Rents received from the Property pursuant to the Assignment of Rents, Mortgages and other Loan Documents.

25. The claim, lien, right, title and interest of Defendants is 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 on the Notes, and for abstracting, taxes, expenses and costs, including its attorneys' fees and costs and court costs, which plaintiff is entitled to recover in this action.

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 mortgages and security interest lien is superior and paramount to all liens, rights, title and interest of all Defendants 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 other Loan Documents, and, if the sums are not paid within a time set by the Court, that a judgment of foreclosure of the Loan Documents be entered and that the Court order the Property to be sold by the Clerk of the Court to satisfy plaintiff's mortgage and security interest liens 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 enter an order requiring Defendant PDC PROPERTIES to deposit all Rents from the Property directly to Plaintiff or in the Registry of the Court pending conclusion of this action pursuant to the Assignment of Rents, and Section 697.07, Florida Statutes.

G. 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 the Defendants.

#### **COUNT II - SUIT ON GUARANTY**

26. This is an action for damages in excess of Fifteen Thousand and 00/100 (\$15,000.00) Dollars against Defendants PATRICK J. COOK and DARLA W. COOK, for failure to pay under the Guaranty, Second Guaranties and Third Guaranties (collectively, Guaranties").

27. Plaintiff incorporates herein paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24 and 25 as if set forth fully herein.

28. Defendants P. COOK and D. COOK have refused and failed to pay the amount owed pursuant to the Loan Documents.

WHEREFORE, Plaintiff prays for damages against Defendants PATRICK J. COOK and DARLA W. COOK, including interest, costs, attorneys' fees and for such other relief as the Court may deem proper.

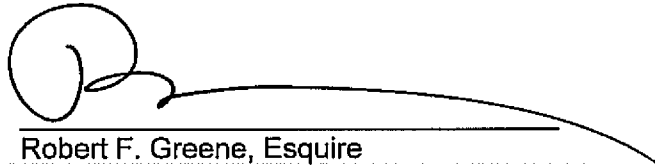
**DESIGNATION OF E-MAIL ADDRESSES**

Pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A), Robert F. Greene, Esquire, and the law firm of Greene Hamrick Perrey Quinlan & Schermer, P.A., as counsel for Plaintiff, hereby designate the following email addresses to be used for service of all court papers in this proceeding:

Primary: [rgreene@manateelegal.com](mailto:rgreene@manateelegal.com)

Secondary: [sdavis@manateelegal.com](mailto:sdavis@manateelegal.com)

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