

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

M.A.M.C., INCORPORATED, a Florida corporation, as the Servicing Agent and Attorney In Fact for Groups of lenders assembled by and through BERMAN MORTGAGE CORPORATION, a Florida corporation, et al.

Plaintiffs,

CASE NO. 07-014284

vs.

DIVISION: C

PROFESSIONAL STAFFING-A.B.T.S., INC.
D/B/A ABLE BODY LABOR, et al.

Defendants.

VERIFIED MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiff, M.A.M.C. Incorporated, the Servicing Agent and Attorney-in-Fact for the "Lenders", as that term is defined in the Amended Complaint to Foreclose Defaulted Promissory Note and Mortgage ("Complaint") served in this action on December 2, 2008, moves for entry of partial summary judgment in accordance with the provisions of Fla.R.Civ.P. 1.510, with respect to Count I of the Complaint as it relates to a Promissory Note ("Note 1"), Future Advance Promissory Note ("Future Advance #1"), Future Advance Promissory Note #2 ("Future Advance #2") and Future Advance Promissory Note #3 ("Future Advance #3"). The substantial matters of fact and law to be argued in support thereof are as follows:

1. On or about October 13, 2004, Defendant, DB TAMPA, LLC, executed and delivered Note 1 in favor of Plaintiffs-Lenders in the amount of \$800,000. Note 1 was secured by a Second Mortgage recorded in O.R. Book 14318, Page 674, Public Records of Hillsborough County, Florida. Note 1 and the Second Mortgage are attached to the Complaint as Exhibits A and B, respectively.

2. On or about April 18, 2006, Defendant, DB TAMPA, LLC, executed and delivered Future Advance #1 in favor of Plaintiffs-Lenders in the amount of \$1,250,000. Future Advance #1 was secured by a First Notice of Future Advance and Modification of Note and Mortgage and Related Documents recorded on April 26, 2006 in O.R. Book 16397, Page 1393, Public Records of Hillsborough County, Florida. Copies of the documents referenced in this paragraph are attached to the Complaint as Exhibits C and D, respectively.

3. On or about September 5, 2006, Defendant, DB TAMPA, LLC, executed and delivered Future Advance #2 in favor of Plaintiffs-Lenders in the amount of \$250,000. Future Advance #2 was secured by a Second Notice of Future Advance and Modification of Note and Mortgage and Related Documents recorded on September 12, 2006, in O.R. Book 16935, Page 1416, Public Records of Hillsborough County, Florida. Copies of the documents referenced in this paragraph are attached to the Complaint as Exhibits E and F, respectively.

4. On or about October 6, 2006, Defendant, DB TAMPA, LLC, executed and delivered Future Advance #3 in favor of Plaintiffs-Lenders in the amount of \$1,000,000. Future Advance #3 was secured by a Third Notice of Future Advance and Modification of Note and Mortgage and Related Loan Documents recorded on October 14, 2006, in O.R. Book 17061, Page 1052, Public Records of Hillsborough County, Florida. Copies of the documents referenced in this paragraph are attached to the Complaint as Exhibits G and H, respectively.

5. Lenders are the owners and holders of Note 1, Future Advance #1, Future Advance #2 and Future Advance #3.

6. Defendant, DB TAMPA, LLC, has defaulted under the terms of Note 1 and the Future Advances by failing to make the monthly payments since January 1, 2007, together with all accrued and unpaid late fees and other loan charges.

7. The loan balance due pursuant to Note 1 and the Future Advances was accelerated by letter dated August 3, 2007, from Plaintiff, as the Servicing Agent and Attorney-

in-Fact for Lenders directed to Defendant. DB TAMPA, LLC has failed and refused to pay the amounts due and owing thereunder.

8. Pursuant to the Note, Mortgage and Commercial Guaranties, Plaintiff is owed the following sums as of January 15, 2009:

Principal	\$3,200,000.00
Interest through January 15, 2009 (Interest Accrual Per Diem - \$2,184.92)	\$
TOTAL	\$

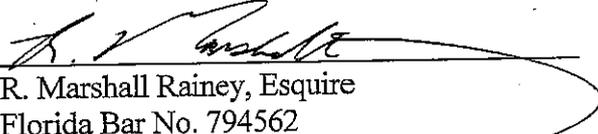
9. The lien of the Lenders' Mortgage and Future Advances through October 6, 2006, in the principal amount of \$3,200,000.00, is superior to the interests of any and all Defendants named in this action, whose interest should be foreclosed by operation of this action.

10. The Lenders have been and will be compelled to expend money for attorneys' fees and other costs and expenses with respect to these proceedings, the payment of which sums constitutes the obligations of the Defendant, DB TAMPA, LLC, pursuant to the terms of the Notes.

11. The summary judgment evidence upon which Plaintiffs-Lenders intend to rely in support of this motion is the Complaint and the exhibits attached thereto.

Accordingly, Plaintiff, M.A.M.C. Incorporated, as Servicing Agent and Attorney-in-Fact for the Plaintiff-Lenders, respectfully requests that this Court enter Partial Summary Final Judgment of Foreclosure in their favor and against Defendants, Professional Staffing-A.B.T.S., Inc. d/b/a Able Body Labor Coastline Distribution, LLC; DB Tampa, LLC; Danielle Fence

Manufacturing Company, Inc.; Electric Supply of Tampa, Inc.; Flooring America of Tampa, Inc.; Florida's Finest Landscape Services, Inc.; Giles Construction Group, Inc.; Graybar Electric Company, Inc.; JD Welding and Fabrication, Inc.; Quality Roofing of Florida, Inc.; Residential Drywall, Inc.; Rinker Materials of Florida, Inc.; Skilled Services of Tampa Bay, LLC; Sunbelt Rentals, Inc.; The Sherwin-Williams Company; Waste Management National Services; APAC Southeast, Inc; Williams Electric Company, Inc. a/k/a William Electrical & Controls, Inc.; Wesco Distribution, Inc.; and Arthur A. Schleman Plumbing Co., Inc., or any party claiming by, through or under any of these Defendants in the amounts set forth above, reserving jurisdiction for the issuance of writs of possession and the determination of deficiencies, if any, and for any and such further relief that this Court deems appropriate for the protection of Plaintiff-Lenders' rights.


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Attorneys for Plaintiff-Lenders

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail this 16th day of January, 2009 to the following.

Michael Auchampau, Esquire
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d/b/a Able Body Labor

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Quality Roofing of Florida, Inc.

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Attorney for Defendant
Wesco Distribution, Inc.

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Attorneys for
M.A.M.C. INCORPORATED as Servicing
Agent


R. Marshall Rainey, Esquire

VERIFICATION

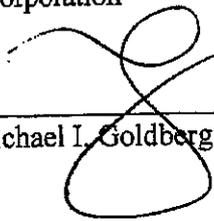
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Michael I. Goldberg, having been first duly sworn, depose and say that I am the court appointed receiver for M.A.M.C. Incorporated ("M.A.M.C."), the servicing agent for the Plaintiff-Lenders, and I am authorized to execute this affidavit on its behalf. I have carefully reviewed the allegations of this Verified Motion, and the documents attached hereto. I hereby verify under oath that the allegations of this Verified Motion are true and correct and that M.A.M.C. maintains, in its regular course of business, the exhibits attached hereto, including the Promissory Note as amended by the Future Advance Promissory Notes numbers 1, 2 and 3 as referenced.

FURTHER AFFIANT SAYETH NOT.

M.A.M.C. OF FLORIDA, INC.,
a Florida corporation

By:

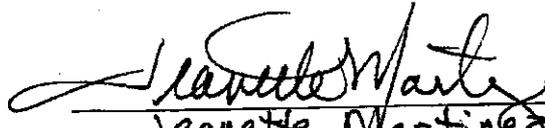


Michael I. Goldberg, Receiver

SWORN TO and SUBSCRIBED before me this 16 day of January, 2009, by Michael I. Goldberg, as court appointed receiver for M.A.M.C. of Florida, Inc., a Florida corporation, on behalf of the Corporation. He/She () is personally known to me OR () produced a Florida driver's license as identification.

My Commission Expires:





Jeanette Martinez
Printed Name
Notary Public - State of Florida