

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA**

**US BANK NATIONAL ASSOCIATION, AS LEGAL
TITLE TRUSTEE FOR TRUMAN 2016 SC6 TITLE
TRUST,**

Plaintiff,

Case No. 312025CA000587

v.

**LAURA SAUNDERS; EUGENE SAUNDERS
A/K/A EUGENE W. SAUNDERS; ROOFING
PROS USA LLC; UNKNOWN TENANT NO. 1;
UNKNOWN TENANT NO. 2; and ALL UNKNOWN
PARTIES CLAIMING INTERESTS BY,
THROUGH, UNDER OR AGAINST A NAMED
DEFENDANT TO THIS ACTION, OR HAVING OR
CLAIMING TO HAVE ANY RIGHT, TITLE OR
INTEREST IN THE PROPERTY HEREIN
DESCRIBED,**

Defendant(s).

/

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came before the Court for a non-jury trial on August 28, 2026 on the action to foreclose the mortgage encumbering the real property located at 417 Memorial Avenue, Sebastian, Florida by Plaintiff, U.S. Bank National Association, as Legal Title Trustee for Truman 2016 SC6 Title Trust and after hearing sworn testimony of Jon Greenlee, a representative of Carrington Mortgage Services, LLC ("Carrington") and Defendant Laura Saunders and especially observing their demeanor and credibility, receiving evidence, reviewing the Court file(s) including the prior foreclosure proceedings involving this loan, hearing argument of counsel and applicable law and being otherwise duly advised in the premises, finds that the principal issues remaining for determination were whether the loan is presently in default, whether Plaintiff's accounting properly reflects the parties' 2010 Loan Modification Agreement and the subsequent servicing

adjustments, whether Plaintiff satisfied the contractual conditions precedent to acceleration and foreclosure, and the amount, if any, presently due under the loan documents.

Findings of Fact

A. The Loan and 2010 Modification

1. The parties stipulated in the Joint Pretrial Statement that Saunders executed the loan documents, the loan was modified, the Note contains an endorsement in blank, Plaintiff held the Note prior to commencement of this action, and Carrington is the current servicer of the loan. These stipulated facts required no proof at trial.

2. The subject loan is secured by a mortgage encumbering the property located at 417 Memorial Avenue, Sebastian, Florida. Eugene Saunders is the borrower obligated under the promissory note. Laura Saunders holds an ownership interest in the property and executed the mortgage securing the debt.

3. On December 5, 2003, Eugene Saunders originated the loan with Washington Mutual Bank, F.A. In 2010, Plaintiff's predecessor, Chase Home Finance LLC ("Chase"), entered into a written Loan Modification Agreement concerning the subject loan. The modification became effective July 1, 2010 and established a modified principal balance of \$118,506.87, of which \$6,700.00 constituted deferred principal. The modification initially provided for interest at two percent (2%), followed by contractual increases to three percent (3%), four percent (4%), and ultimately 4.875 percent. The initial principal-and-interest payment was \$338.58, and the contemporaneous loan records reflected an initial total monthly payment of approximately \$523.47 after escrow-related amounts.

4. The validity of the Loan Modification Agreement is not disputed. The evidence established that thirteen payments (of \$523.47) were made pursuant to the modification (from July 2010 until August 2011) and were ultimately credited to the loan account with the September 2023 adjustments. Greenlee testified that those payments were among the amounts later applied through adjustments reflected in the servicing history. It was previously adjudicated that the Bank wrongfully rejected the August 2011 payment. No payment has been accepted since 2011.

B. Prior Foreclosure Proceedings

5. The present action is the *fourth* foreclosure proceeding involving the subject loan. The history of the prior proceedings is significant because earlier courts made findings concerning implementation of the Loan Modification Agreement, the accounting of payments made under that agreement and prior notices of default.

6. The first foreclosure was filed in 2012 under Case No. 312012CA001106. That proceeding resulted in a recommendation adverse to the foreclosing lender and did not result in a judgment of foreclosure. Among the matters disputed in that action was the lender's treatment and implementation of the Loan Modification Agreement.

7. A second foreclosure was thereafter filed under Case No. 312017CA000235. Following trial, final judgment was entered for Defendant Saunders in 2018 because the lender's notice of default and acceleration failed to substantially comply with Paragraph 22 of the mortgage. Specifically, the notice stated a materially incorrect default date and a materially incorrect amount required to cure.

8. A third foreclosure was filed in 2020 under Case No. 312020CA000205. Following a non-jury trial, the court again denied foreclosure. The Court determined, among other things, that the lender had failed to properly credit payments made under

the Loan Modification Agreement and had wrongfully rejected Saunders' attempted August 2011 mortgage payment.

9. On appeal from the third action, the Fourth District affirmed the denial of foreclosure but reversed the portion of the judgment establishing a new mortgage balance and prospective monthly payment. *U.S. Bank National Ass'n v. Saunders*, 370 So.3d 673 (Fla. 4th DCA 2023). The findings entered against the lender in the prior proceedings are binding here under the doctrine of collateral estoppel, which precludes relitigation of an issue where (1) an identical issue was presented in a prior proceeding, (2) the issue was a critical and necessary part of the prior determination, (3) there was a full and fair opportunity to litigate the issue, (4) the parties are identical, and (5) the issue was actually litigated. *Provident Life & Accident Ins. Co. v. Genovese*, 138 So. 3d 474, 476 (Fla. 4th DCA 2014). Those elements are satisfied as to the prior determinations that the earlier default notices were defective, that the lender failed to credit the modification payments, and that the August 2011 payment was wrongfully rejected; the doctrine renders those findings binding in this action but does not bar adjudication of the subsequently accruing installment defaults, which were not at issue in the prior actions. See *Singleton v. Greymar Associates*, 882 So.2d 1004, 1007–08 (Fla. 2004).

C. September 2023 and Subsequent Servicing Adjustments

10. Following the Fourth District's decision, the prior-servicer payment history reflects a series of adjustments posted during September 2023. On September 7, 2023, the history reflects numerous entries identified as "CORP ADV NOCASH ADJ," removing charges previously carried on the account, including adjustments of \$10,777.76, \$7,500.00, \$4,650.00, \$3,822.50, \$2,790.00, \$2,310.00, and additional smaller amounts.

On September 29, 2023, the history reflects a series of \$523.47 payment applications identified as “PMT FROM FORB SUSP,” together with corresponding escrow entries.

11. Greenlee testified that the purpose and effect of the servicing adjustments were to give credit for payments previously made under the Loan Modification Agreement, advance the due date reflected in the servicing system, and reduce the unpaid principal balance as though the credited payments and additional concessions had been applied. He testified that substantial historical charges, including amounts associated with prior foreclosure activity, were removed from the account, although he could not identify from memory the precise total removed.

12. The subsequent servicing history reflects an unpaid principal balance of \$110,273.05 and identifies the account as due for the October 2012 installment. Later entries in the prior-servicer history continue to reflect a principal balance of \$110,273.05 and a “next due” date of October 2012.

13. The present Complaint alleges nonpayment of the installment due October 1, 2012 and all subsequent installments. The Joint Pretrial Statement likewise identifies October 1, 2012 as the default date from which Plaintiff calculates its claimed damages. The Court does not at this stage characterize October 1, 2012 as a newly arising default; the legal effect of the prior foreclosure judgments upon installments accruing thereafter is addressed below.

14. Following the involuntary denial of foreclosure in Case No. 312020CA000205 and the Fourth District’s 2023 decision, the reinstated installment obligation required monthly payments that Defendants did not make. The Court finds that the installments coming due after entry of the most recent prior judgment remain unpaid and constitute defaults distinct from and subsequent to the August 2011 rejection

and the defaults adjudicated in the prior actions. See *Bartram v. U.S. Bank National Ass'n*, 211 So.3d 1009, 1021 (Fla. 2016); *Depicciotto v. Nationstar Mortgage LLC*, 225 So. 3d 390, 392 (Fla. 4th DCA 2017).

15. Greenlee testified that Plaintiff is not seeking attorney's fees incurred in the prior foreclosure actions. The servicing records nevertheless contain various historical and transferred account entries, the nature and recoverability of which are addressed separately below.

D. January 6, 2025 Notice of Default

16. On January 6, 2025, the then-servicer, Rushmore Servicing, issued a new notice of default and intent to accelerate stating that \$117,079.40 was required to cure. The notice itemized the cure amount as \$102,115.43 in monthly payments due, \$634.44 in late charges, and \$14,528.97¹ in corporate advances, less a \$199.44 unapplied balance. Those components mathematically total the stated cure amount of \$117,079.40.

17. The January 6, 2025 notice stated the action required to cure, provided a cure deadline, warned that failure to cure could result in acceleration and foreclosure, and advised of the rights to reinstate and contest the default. The notice did not separately identify the historical charges removed from the account or explain the September 2023 servicing adjustments.

18. Greenlee testified that the January 2025 notice reflected the loan account *after* the servicing adjustments had been made. On cross-examination, however, he acknowledged that the notice itself did not identify any particular amount that had been

¹\$30 less than Exhibit 12's corporate advances of \$14,558.97.

waived or removed. The \$14,528.97 corporate-advance component was not itemized further in the notice.

E. Carrington's Servicing and the Parties' Subsequent Conduct

19. Carrington became the servicer of the loan effective February 3, 2025. Greenlee, a Carrington case manager, testified concerning Carrington's servicing records and the records received from prior servicers. He testified that Carrington uses the LoanServ servicing system and that he reviewed the payment histories, Loan Modification Agreement, default notice, proof of mailing, and other records concerning the loan.

20. Greenlee testified that no regularly scheduled mortgage payment had been accepted and applied to the loan since 2011 and that Carrington's records did not reflect a payment or cure after the January 2025 notice.

21. Laura Saunders testified that Defendants attempted to remit three mortgage payments in 2022 in the amount established by the prior trial court ruling and that those payments were returned. The documentary correspondence concerning the returned payments was not admitted into evidence. The Court nevertheless considers Laura Saunders' testimony concerning those attempted payments as part of the history of the parties' dealings.

22. Laura Saunders further testified that the family continued setting aside the monthly mortgage payment in a separate account after payments ceased being accepted. She acknowledged, however, that the accumulated funds were not tendered to Plaintiff or Carrington. She explained that, because of the prior rejected payments, she was unwilling to remit a larger accumulated amount without assurance that it would be accepted and properly applied.

23. Laura Saunders also testified that she was not personally informed that substantial historical amounts had been removed from the loan account and had not been provided the internal servicing history reflecting the September 2023 adjustments. She recalled receiving at least one statement from Carrington but could not identify when she received it.

24. The evidence did not establish that, after the September 2023 servicing adjustments or the January 2025 notice, Saunders tendered the stated cure amount, tendered the accumulated monthly payments described by Laura Saunders, or otherwise brought the loan current.

F. Insurance, Taxes, and Advances

25. The evidence established that the lender or its servicers advanced funds for hazard insurance on the property. Laura Saunders acknowledged that the lender was paying hazard-insurance premiums, although she disputed the circumstances resulting in lender-placed coverage and testified that her own attempts to pay for insurance through Universal Property & Casualty Insurance Company were rejected.

26. The admitted servicing history contains insurance and escrow-related advances both before and after the September 2023 account adjustments. It also contains later servicing entries for property inspections and other corporate advances. Laura Saunders testified that Defendants continued paying the real-property taxes associated with the property. The nature, timing, and recoverability of the particular advances Plaintiff seeks in this action are addressed separately below.

G. Amounts Reflected in the Servicing Records

27. Plaintiff introduced, and the Court admitted, the prior-servicer payment history, Carrington payment history, and Exhibit 12, a judgment-figure calculation

prepared through August 28, 2026. Greenlee testified that the judgment figures that he prepared were generated from the servicing history and that the unpaid principal balance reflected in Exhibit 12 matched the balance in the underlying payment records. Exhibit 12 reflects principal of \$110,273.05, deferred principal of \$6,700.00, contractual interest of \$63,459.65 through August 28, 2026, an escrow balance of \$38,966.39, corporate advances of \$14,558.97, expense advances of \$6,989.00, and a \$199.44 unapplied or suspense credit. The Court's findings as to each amount awarded rest on the admitted prior-servicer and Carrington payment histories, which are business records; Exhibit 12 is treated as a summary demonstrative consistent with those records and Greenlee explained that the unpaid principal in Exhibit 12 matches the underlying payment histories. The Court has not relied upon Exhibit 12 as independent substantive proof of any amount.

28. Exhibit 12 identifies \$11,087.82 of the corporate-advance balance only as "Previous Lender Other Fees." It separately identifies property-inspection charges, foreclosure-service costs, property-preservation charges, title expenses, filing expenses, and other costs. Neither Greenlee's testimony nor the description "Previous Lender Other Fees" specifically identified what comprised the \$11,087.82 or established its underlying nature. Defendants did not introduce a competing loan history or payoff calculation.

Conclusions of Law and Analysis

A. Plaintiff established standing to enforce the Note.

29. The parties stipulated in the Joint Pretrial Statement that the Note contains an endorsement in blank and that Plaintiff held the Note prior to commencement of this action. Those stipulated facts establish Plaintiff's standing to enforce the Note and mortgage.

B. The prior foreclosure judgments bind the Court as to matters previously adjudicated but do not bar foreclosure based upon subsequently accruing installment defaults.

30. The prior foreclosure judgments bind this Court as to issues actually litigated and necessarily determined. Collateral estoppel therefore precludes relitigation of the lender's earlier defective default notices, its failure properly to credit modification payments and its wrongful rejection of Saunders' attempted August 2011 payment. Those findings remain binding in this action. *PHH Mortgage Corp. v. Schreiber*, 343 So.3d 1239, 1240 (Fla. 5th DCA 2022); *CSAB Mortgage-Backed Pass-Through Certificates, Series 2007-1, U.S. Bank National Ass'n v. Clarke*, 397 So.3d 99, 100 (Fla. 4th DCA 2024).

31. The prior judgments did not, however, extinguish the parties' continuing obligations under the installment loan. Under *Singleton v. Greymar Associates*, 882 So.2d 1004, 1007–08 (Fla. 2004) and *Bartram v. U.S. Bank National Ass'n*, 211 So.3d 1009, 1021 (Fla. 2016), an unsuccessful foreclosure based upon an earlier default does not permanently bar a later foreclosure based upon a subsequent default under the same installment contract.

32. The effect of the unsuccessful prior foreclosure was therefore not to satisfy or extinguish the mortgage debt, but to leave the parties subject to the continuing installment obligations imposed by the loan documents. Although Plaintiff's present accounting identifies October 1, 2012 as the earliest unpaid installment, this Court does not treat October 1, 2012 itself as a newly arising default occurring after the prior judgments. Rather, installments continued to become due thereafter, including installments accruing after entry of the most recent prior judgment. Those later installments necessarily had not accrued when the earlier foreclosure was adjudicated.

33. The Fourth District's decision involving this same loan is consistent with that result. The court affirmed the denial of foreclosure but reversed the portion of the prior judgment establishing a new mortgage balance and prospective monthly payment, holding that equity could not be used to rewrite the parties' unambiguous loan documents. *U.S. Bank National Ass'n v. Saunders*, 370 So.3d 673, 675–76 (Fla. 4th DCA 2023). The parties therefore remained subject to the continuing contractual rights and obligations established by those documents. Res judicata and collateral estoppel bar relitigation of what was previously decided, but they do not bar adjudication of subsequently accruing installment defaults.

C. The lender's prior wrongful rejection of payment does not *permanently* excuse performance of subsequently accruing installment obligations.

34. Defendants also rely upon the lender's prior wrongful rejection of payment and contend that the lender's first breach prevents foreclosure. In *Crane v. Barnett Bank of Palm Beach County*, 698 So.2d 902, 904–06 (Fla. 4th DCA 1997), the lender's wrongful refusal of payments defeated foreclosure based upon the default resulting from that conduct, but the court did not extinguish the mortgage or permanently excuse future performance under the loan.

35. The prior adjudication that Saunders' August 2011 payment was wrongfully rejected therefore remains binding. Plaintiff may not relitigate that rejection as though it constituted a borrower-caused default. That determination, however, does not eliminate installments becoming due indefinitely thereafter or permanently relieve Defendants of future obligations under the Loan Modification Agreement.

36. The present action is not based solely upon the August 2011 rejection. As set forth above, installments continued to become due after the prior foreclosure

judgments, including installments that had not yet accrued when those cases were adjudicated. The servicing history also reflects that the previously uncredited modification payments were later applied and substantial historical charges were removed from the account.

37. Laura Saunders' testimony that Defendants continued setting aside the monthly payment demonstrates an intent or willingness to pay, but the accumulated funds were not tendered after the September 2023 servicing adjustments or after issuance of the January 2025 notice. The prior wrongful rejection of payments therefore does not, standing alone, bar enforcement of subsequently accruing installment obligations.

D. The greater weight of the evidence establishes a presently enforceable default based upon subsequently accruing installment obligations.

38. Plaintiff proved a presently enforceable default by the greater weight of the evidence. The servicing records establish that the previously uncredited modification payments were applied, substantial servicing adjustments were made in September 2023 and the resulting unpaid principal balance was \$110,273.05. The records thereafter continued to identify the account as due for the October 2012 installment, and no regularly scheduled mortgage payment was accepted and applied after 2011.

39. The Court does not treat October 1, 2012 itself as a newly arising default occurring after the prior foreclosure judgments, nor does the Court base the present foreclosure upon the August 2011 payment previously adjudicated to have been wrongfully rejected.

40. Laura Saunders testified that Defendants attempted payments in 2022, but those attempts preceded the September 2023 servicing adjustments. The evidence does not establish that Saunders tendered any regularly scheduled installment, the

accumulated funds maintained in savings or any cure payment after the September 2023 adjustments or after issuance of the January 6, 2025 notice. Laura Saunders' testimony that she was not personally informed of the historical adjustments explains Defendants' reluctance to tender additional funds, but it does *not* establish that the loan was current.

41. Accordingly, Plaintiff established a presently enforceable default based upon unpaid installment obligations that continued to accrue after the prior foreclosure adjudications. That default is distinct from the lender-created August 2011 default previously adjudicated against Plaintiff and is capable of supporting acceleration and foreclosure, subject to Plaintiff's compliance with the contractual pre-acceleration notice requirement.

E. Plaintiff substantially complied with the contractual pre-acceleration notice requirement.

42. Paragraph 22 of the mortgage establishes a contractual condition precedent to acceleration and foreclosure. Plaintiff was therefore required to establish compliance with that provision. Substantial, rather than strict, compliance is sufficient. *Ortiz v. PNC Bank, National Ass'n*, 188 So.3d 923, 925–26 (Fla. 4th DCA 2016).

43. The January 6, 2025 notice identified the default, stated that \$117,079.40 was required to cure, provided the time within which the default could be cured, warned that failure to cure could result in acceleration and foreclosure, and advised Saunders of the rights to reinstate and to contest the default. The notice was issued after the September 2023 servicing adjustments described above. Greenlee testified that the notice reflected the account after those adjustments had been made and the servicing history reflects that the previously omitted modification payments and substantial historical adjustments had already been posted before the notice issued.

44. As addressed below, Plaintiff did not sufficiently prove the contractual recoverability of \$11,087.82 later identified in the judgment figures only as “Previous Lender Other Fees.” That failure of proof as to the amount ultimately recoverable in the final judgment does not, by itself, establish that the January 2025 notice failed to substantially comply with Paragraph 22. The Fourth District has held that an asserted inaccuracy in the amount stated in a default notice does not necessarily defeat substantial compliance where the notice otherwise provides the borrower the essential information concerning the default, the action required to cure and the consequences of failing to cure. *ALS-RVC, LLC v. Garvin*, 201 So.3d 687, 692 (Fla. 4th DCA 2016). The recoverable amount may thereafter be determined from the competent evidence presented at trial.

45. The present notice is materially different from the defective notices adjudicated in the earlier foreclosure actions. Those earlier adjudications involved notices based upon an improperly implemented modification and materially incorrect default information. Here, the January 2025 notice was issued after the servicing adjustments reflected in the admitted payment history and fairly informed Saunders of the asserted default and the action required to cure it. Although the notice did not separately narrate the historical concessions or itemize each component of the corporate-advance balance, Paragraph 22 did not require a retrospective accounting of the parties’ entire servicing history. Laura Saunders did not testify that she attempted to tender the amount stated in the notice or any lesser cure amount after receiving it. Under the circumstances, the Court finds that Plaintiff substantially complied with Paragraph 22 and satisfied the contractual condition precedent to acceleration.

F. Defendants have not established unclean hands or another equitable defense barring the present foreclosure.

46. Defendants rely upon the lender's historical servicing conduct and the equitable nature of foreclosure. The Court does not minimize that conduct. Prior courts determined that the lender relied upon defective default notices, failed to properly credit modification payments and wrongfully rejected Saunders' attempted August 2011 payment. Those determinations remain binding. Unclean hands, however, requires misconduct connected to the relief presently sought and resulting prejudice. *Wells Fargo Bank, N.A. v. Williamson*, 199 So.3d 1031, 1035 (Fla. 4th DCA 2016).

47. The relief presently sought is based upon installment obligations that continued to accrue after the prior foreclosure adjudications and upon the January 6, 2025 pre-acceleration notice. The evidence does not establish that Plaintiff or its servicers wrongfully rejected any payment tendered after the September 2023 servicing adjustments or after issuance of the January 2025 notice. Nor does the evidence establish that the September 2023 adjustments reinstated charges previously removed from the account.

48. *City First Mortgage Corp. v. Barton*, 988 So.2d 82, 85–86 (Fla. 4th DCA 2008) is consistent with that distinction. There, lender misconduct prevented foreclosure based upon an earlier default but did not permanently extinguish the lender's right to enforce the mortgage upon a later default. Here, the lender's prior misconduct justified the earlier denials of foreclosure, but it does not establish unclean hands with respect to subsequently accruing installment obligations or the January 2025 notice, which the Court has found substantially complied with Paragraph 22.

49. The Court has also considered Laura Saunders' testimony that she was not personally informed of the substantial servicing adjustments and that the history of rejected payments made Defendants reluctant to tender additional funds. Those circumstances are relevant to the equitable context of the case, but they do not establish that the loan was current, that a post-adjustment payment was tendered and wrongfully rejected, or that Plaintiff engaged in inequitable conduct in connection with the present acceleration. Defendants therefore have not established unclean hands or another equitable defense barring the present foreclosure.

G. Plaintiff is entitled to foreclosure, but only for the amounts proven by competent, substantial evidence.

50. Plaintiff has established entitlement to foreclosure, but it separately bears the burden of proving each material component of the indebtedness by competent, substantial evidence. *JB Investment Realty, LLC v. Deutsche Bank National Trust Co. Americas*, 306 So.3d 104, 106 (Fla. 4th DCA 2020). Amounts reflected in admitted servicing histories may constitute competent, substantial evidence of principal, escrow advances, and corporate advances when the records and testimony establish the amounts claimed.

51. The admitted servicing histories and Exhibit 12 establish an unpaid principal balance of \$110,273.05 and deferred principal of \$6,700.00. The deferred balance is expressly created by the Loan Modification Agreement and becomes due upon the contractual events specified therein, including acceleration. Exhibit 12 sets out the contractual interest of \$63,459.65 through August 28, 2026. The calculation applies the stepped rates contained in the Loan Modification Agreement — two percent, three percent, four percent, and ultimately 4.875 percent — rather than a uniform two-percent

rate. At the rate applicable as of trial, contractual interest accrues at approximately \$14.728 per diem.

52. Although the Court has considered the lender's prior servicing errors and wrongful rejection of payments, the Fourth District's prior decision involving this loan precludes the Court from using equitable considerations to eliminate interest or other contractual obligations otherwise due under the unambiguous loan documents. *U.S. Bank National Ass'n v. Saunders*, 370 So.3d 673, 675–76 (Fla. 4th DCA 2023).

53. Plaintiff also proved \$38,966.39 in escrow-related advances. Exhibit 12 identifies a \$33,255.07 escrow balance transferred from the prior servicer, a \$50.54 hazard-insurance advance dated January 27, 2025, and a \$5,660.78 hazard-insurance advance dated September 8, 2025, which together total \$38,966.39. The transferred escrow balance is a post-adjustment figure supported by the admitted servicing history, along with the subsequent hazard-insurance transactions. Laura Saunders acknowledged that the lender was paying hazard-insurance premiums. The amount awarded therefore reflects the escrow balance carried forward after the September 2023 servicing adjustments together with subsequent hazard-insurance advances, rather than a pre-adjustment gross escrow figure.

54. The admitted records also specifically support the additional expenses awarded. Exhibit 12 identifies a \$997.00 Property Inspection Fee under Corporate Advance and eighteen additional \$30.00 Property Inspection charges under Expense Advance, for total property-inspection expenses of \$1,537.00. Exhibit 12 further identifies \$974.15 in property-preservation charges, \$1,500.00 in foreclosure-service costs, and title-related charges totaling \$400.00. The filed cost evidence separately establishes the filing fee, service-of-process costs, and summons costs.

55. The mortgage authorizes advances and reasonable expenses incurred to protect the lender's interest in the property and to enforce the loan documents. The Court therefore finds the amounts identified above sufficiently established and contractually recoverable. The \$199.44 unapplied or suspense balance reflected in the servicing records should be credited against the indebtedness.

56. The Court reaches a different conclusion as to the \$11,087.82 identified as "Previous Lender Other Fees." Although that amount appears as a carried-forward charge in the admitted servicing history and Exhibit 12, neither the records nor Greenlee's testimony identifies the services, expenditures, or other charges comprising that amount. Its appearance in the servicer's accounting establishes that the amount was carried on the account, but does not establish the nature of the charge or its contractual recoverability. *Markland v. Bank of New York Mellon*, 206 So.3d 719, 720 (Fla. 4th DCA 2016) (reversing damage amounts where the admitted payment history was not self-explanatory as to those amounts and the witness failed to explain how the figures were derived). Plaintiff bears the burden of proving each amount sought and Defendants' failure to present a competing accounting does not shift that burden. Accordingly, the Court declines to include the \$11,087.82 in the foreclosure judgment.

57. Plaintiff also seeks \$14,094.00 in attorneys' fees pursuant to the loan documents. Section 702.065(2), Florida Statutes, permits a court to dispense with a reasonableness hearing under specified circumstances involving a default judgment and fees not exceeding three percent of the principal amount owed at the time of filing the complaint. *MacDonnell v. U.S. Bank National Ass'n*, 293 So.3d 585, 590-91 (Fla. 2d DCA 2020). This matter proceeded through a contested non-jury trial and therefore does not fall within that statutory procedure. Reasonable foreclosure attorneys' fees are generally

unliquidated and require an evidentiary determination absent waiver. *Farrington v. Carrington Mortgage Services, LLC*, 404 So.3d 611, 612–13 (Fla. 2d DCA 2025); *Petrovsky v. HSBC Bank, USA*, 185 So.3d 700, 701–02 (Fla. 4th DCA 2016). The Court therefore reserves jurisdiction to determine a reasonable attorneys’ fee following an evidentiary hearing.

58. Based upon the competent evidence admitted at trial, Plaintiff established \$225,149.80 due through August 28, 2026, exclusive of attorneys’ fees, together with contractual prejudgment interest thereafter at \$14.728 per diem through entry of this Final Judgment. The exact amounts are set forth in the decretal provisions below.

59. Plaintiff is therefore entitled to a final judgment of foreclosure in the amount proven by competent, substantial evidence.

IT IS THUS ORDERED AND ADJUDGED:

A. **Final Judgment of Foreclosure.** Plaintiff, U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, is entitled to final judgment of foreclosure. Plaintiff proved the continuing validity and enforceability of the Note and Mortgage, as modified by the 2010 Loan Modification Agreement; a presently enforceable default; substantial compliance with Paragraph 22’s contractual pre-acceleration notice requirement; and the amounts due to the extent set forth below. Defendants’ affirmative defenses do not bar foreclosure for the reasons stated in this Final Judgment.

B. **Amounts Due.** As of August 28, 2026, Plaintiff is due the following amounts:

Principal	\$110,273.05
Contractual interest through August 28, 2026	\$63,459.65
Deferred principal balance	\$6,700.00
Title-related expenses	\$400.00
Escrow-related advances	\$38,966.39

Filing fee	\$1,099.00
Service of process	\$425.00
Property inspections	\$1,537.00
Property preservation	\$974.15
Foreclosure service costs	\$1,500.00
Summons	\$15.00
Subtotal	\$225,349.24
Less suspense/unapplied balance credit	(\$199.44)
TOTAL THROUGH AUGUST 28, 2026	\$225,149.80

The Court declines to include the additional **\$11,087.82** identified in Plaintiff's records only as "Previous Lender Other Fees" because Plaintiff did not sufficiently establish the nature and contractual recoverability of those charges.

C. **Additional Prejudgment Interest.** Contractual prejudgment interest shall accrue on the interest-bearing principal at the presently applicable contractual rate of 4.875 percent, or \$14.728 per diem, from August 29, 2026 through the date of entry of this Final Judgment. Accordingly: Additional contractual interest from August 29, 2026 through September 19, 2026: \$324.02. **TOTAL AMOUNT OF FINAL JUDGMENT: \$225,473.82.**

D. **Attorneys' Fees.** Plaintiff is entitled under the loan documents to recover reasonable attorneys' fees. The Court reserves jurisdiction to determine the reasonable amount of attorneys' fees following an evidentiary hearing. No attorneys' fees are included in the amount of this Final Judgment. Any attorneys' fees subsequently awarded and incorporated into the foreclosure judgment before the foreclosure sale shall be included in the amount secured by this judgment.

E. **Post-Judgment Interest.** The total amount of this Final Judgment shall bear interest from the date of entry at the prevailing statutory rate pursuant to section 55.03, Florida Statutes.

F. **Lien on Property.** Plaintiff holds a lien for the amounts adjudged due herein, superior to all claims or estates of Defendants, except any interest having priority as a matter of law, upon the following real property located in Indian River County, Florida:

LOT 21, BLOCK 368, SEBASTIAN HIGHLANDS UNIT 11, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 56, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. Property Address: 417 Memorial Avenue, Sebastian, Florida 32958.

G. **Foreclosure Sale.** Unless the sums due under this Final Judgment, together with post-judgment interest and any costs properly accruing thereafter, are paid, the Clerk of Court shall sell the property at public sale on **OCTOBER 27, 2026 at 10:00 a.m.** to the highest bidder for cash by electronic sale at www.indian-river.realforeclose.com, in accordance with section 45.031, Florida Statutes, and the Clerk's applicable procedures for electronic judicial sales. The public sale shall not be postponed or canceled except by further order of the Court. Plaintiff shall timely pay all required sale and Clerk fees and shall timely file proof of publication of the notice of sale as required by law and the Clerk's administrative procedures.

H. **Subsequent Costs and Credit Bid.** Plaintiff shall advance any costs subsequently required to complete the foreclosure sale and may recover such properly taxable costs as permitted by law. If Plaintiff or its assignee is the successful purchaser at the sale, the Clerk shall credit Plaintiff's bid with so much of the amount due under this Final Judgment, together with post-judgment interest and any subsequently awarded amounts properly secured by the mortgage, as is necessary to satisfy the bid. The

purchaser shall remain responsible for documentary stamp taxes and any other charges imposed by law upon issuance of the certificate of title.

I. **Distribution of Sale Proceeds.** Upon filing the certificate of title, the Clerk shall distribute the proceeds of the sale in the order required by law and this Final Judgment, including payment of:

- a. the costs of sale and other amounts entitled to priority by law;
- b. documentary stamp taxes associated with the certificate of title;
- c. any attorneys' fees subsequently awarded to Plaintiff and incorporated into the foreclosure judgment before the foreclosure sale;
- d. the remaining sums due Plaintiff under this Final Judgment, together with accrued post-judgment interest and properly recoverable subsequent costs; and
- e. any remaining surplus shall be retained by the Clerk for distribution pursuant to section 45.033, Florida Statutes, and further order of the Court.

J. **Right of Redemption.** Defendants and all persons claiming by, through, under, or against Defendants shall retain the statutory right of redemption provided by section 45.0315, Florida Statutes, until that right terminates in accordance with law. Upon termination of the right of redemption and issuance of the certificate of title, Defendants and all persons claiming under or against them since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, subject to any rights preserved by applicable state or federal law.

K. **Possession.** Upon filing of the certificate of title, the person named in the certificate shall be entitled to possession of the property, subject to any rights of a bona

fide tenant or other occupant protected by applicable state or federal law. If a Defendant or other occupant thereafter remains in possession without a legally protected right to do so, the purchaser may seek issuance of a writ of possession upon compliance with applicable law.

L. **Assignment.** Plaintiff may assign this Final Judgment or its bid to a third party without further order of Court. If Plaintiff or its assignee is the purchaser at the foreclosure sale, the Clerk shall credit the bid as provided above.

M. **Deficiency.** The Court reserves jurisdiction to determine any request for a deficiency judgment if subsequently sought and permitted by law.

N. **Retained Jurisdiction.** The Court retains jurisdiction to enter such further orders as are necessary to enforce this Final Judgment, including orders concerning attorneys' fees and costs, additional amounts expended by Plaintiff to secure and protect the property, supplemental amounts accruing before sale, the foreclosure sale, distribution of surplus proceeds, certificates of sale and title, possession of the property, a deficiency judgment if appropriate, and any other relief authorized by law.

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, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY 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 COURT, 2000 16TH AVENUE, VERO BEACH, FL 32960, 772-226-3100, 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 FLORIDA RURAL LEGAL SERVICES, INC. – 10570 S. US HIGHWAY 1, THIRD FLOOR, PORT ST. LUCIE, FLORIDA 34952, 772-466-4766, 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 FLORIDA RURAL LEGAL SERVICES, INC. – TREASURE COAST OFFICE, (772) 466-4766, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED at Indian River County, Florida on September 19, 2026.

eSigned by Judge Cynthia L. Cox 09/19/2026 8:14 pm
CYNTHIA L. COX, Circuit Judge

A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES VIA THE E-FILING PORTAL:

Diaz Anselmo & Associates P.A. , Adam A. Diaz, Esquire , Attorneys for Plaintiff, P.O. BOX 19519, Fort Lauderdale, FL 33318, answers@dallegal.com

Joseph G. Colombo, P.A., Attorney for Eugene Saunders a/k/a Eugene W. Saunders and Laura Sanders, 2020 W. Eau Gallie Blvd., Suite 106, Melbourne, FL 32935, colombolaw@mommerscolombo.com

PLAINTIFF'S COUNSEL SHALL IMMEDIATELY SERVE A COPY OF THIS ORDER ON THE FOLLOWING PARTIES AND FILE A CERTIFICATE OF SERVICE IN THIS COURT FILE:

Unknown Tenants, 417 Memorial Avenue, Sebastian, FL 32958

nu

Roofing Pros USA LLC, c/o Richard Dorman, R.A., 7100 South U.S. Hwy 17-92, Casselberry, FL 32730