

Filing # 230640949 E-Filed 09/02/2025 12:36:02 PM

1IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA
CIVIL DIVISION

Case No.: 24000699CA

Division:

U.S. BANK TRUST NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY, BUT SOLELY AS OWNER
TRUSTEE FOR CITIGROUP MORTGAGE
LOAN TRUST 2021-RP5

Plaintiff,

vs.

JOHN E PLINE, PAMELA L PINE,
GOODLEAP, LLC, UNKNOWN
TENANTS/OWNERS 1, UNKNOWN
TENANTS/OWNERS 2, AND UNKNOWN
TENANTS/OWNERS 3,

Defendants.

_____ /

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came before the Court on Plaintiff's Motion for Summary Judgment on August 28, 2025. After reviewing the relevant portions of the Court File, the evidence presented and hearing from those present and being otherwise fully informed in the premises, the Court hereby makes the following Finding of Fact and Order Granting Plaintiff's Motion for Summary Judgment of Foreclosure.

I. FINDINGS OF FACT - Plaintiff has offered competent substantial evidence that:

- A. The mortgage sought to be foreclosure in this action is a valid lien on the subject property;
- B. Plaintiff is the holder or owner of the Note and is entitled to enforce the mortgage;
- C. The subject loan is in default, as the payment due on October 1, 2023, and all subsequent payments, have not been made;
- D. Plaintiff has accelerated the amount due; and
- E. The amounts due Plaintiff are set forth below.

II. CONCLUSIONS OF LAW

A. The Applicable Law Of Summary Judgment.

Effective May 31, 2021, summary judgment in Florida is to be construed and applied in accordance with the standard articulated by the Supreme Court of the United States in *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); and *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986). *In re Amendments to Florida Rule of Civil Procedure 1.510*, 309 So.3d 192 (Fla. 2020) (the "federal standard") Under the Celotex standard, the movant on a motion for summary judgment is not required to affirmatively disprove the nonmoving party's theory of the case in order to eliminate any issue of fact. *Id.* at 193. Rather, the extent of the moving party's burden varies depending on who bears the burden of proof at trial. *Id.*

Further, Florida courts are no longer required to deny summary judgment under a 'slightest doubt' analysis as to whether a genuine issue of fact is raised. *Id.* Instead, the evidence must be such that a reasonable jury could return a verdict for the nonmoving party. *Id.* "When opposing parties tell two different stories, one of which is blatantly contradicted by the record, so

that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment." *Id.* Citing: *Scott v. Harris*, 550 U.S. 372, 380, 127 S.Ct. 1769, 167 L.Ed.2d 686 (2007).

Summary Judgment is appropriate when "there is no genuine issue as to any material facts and that the moving party is entitled to judgment as a matter of law." Fla.R.Civ.P. 1.510(a). The non-moving party must point to a specific fact that creates a genuine issue requiring a decision by the trier of fact. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986).

B. Plaintiff's Prima Facie Case

"The elements of a foreclosure complaint are: 1) an agreement, 2) a default, 3) an acceleration of the amount due, and 4) the amount due." See *Black Point Assets, Inc. v. Fed. Nat'l Mortg. Ass'n*, 220 So. 3d 566, 568 (Fla. 5th DCA 2017). Plaintiff offered competent substantial evidence to prove each of these elements, and in the absence of competent evidence from the Defendant, summary judgment is appropriate. *Id.*, at 569.

ORDERED AND ADJUDGED as follows:

1. Final judgment is entered for Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2021-RP5, against Defendant(s): GOODLEAP, LLC; JOHN E PLINE; PAMELA L PLINE;

2. **Amounts Due and Owning.** Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2021-RP5, is due:

Principal	\$82,015.43
Deferred Principal	\$19,298.90
Accrued interest 09/01/2023 to 04/24/2025	\$6,076.20

Per diem interest at \$10.11 from 04/25/2025 to 08/28/2025	\$1,273.86
Pre Accelerated Late Charges	\$718.60
County Recording Fee	\$31.00
NSF Fees	\$25.00
Mortgage Insurance Premium	\$14.79
BPO	\$90.00
PMI	\$221.85
Property Taxes	\$599.45
Hazard Insurance	\$2,262.54

Attorneys' Fees:

Finding as to reasonable number of hours for flat rate billing:
20.0 hours

Finding as to reasonable hourly rate for flat rate billing:
\$270.00 x 20.0 hours = \$5,400.00

Finding as to reasonable number of hours for litigation billing:
10.1 hours

Finding as to reasonable hourly rate for litigation billing:
(\$325.00 x 1.0 hours = \$325.00)
+(\$330.00 x 9.1 hours = \$3,003.00)
= \$3,328.00

Attorneys' Fees Total	\$8,728.00
-----------------------	------------

*(The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

Court Costs:

Filing Fee	\$957.50
Service of Process	\$316.00

SUBTOTAL	\$122,629.12
-----------------	---------------------

Additional Costs:

Property Inspections	\$505.00
Property Preservation	\$155.00
GRAND TOTAL	\$123,289.12

3. **Interest.** The grand total amount referenced in paragraph 2 shall bear interest from this date forward at the prevailing statutory legal rate of interest, which is presently 8.90% per year.

4. **Lien on Property.** Plaintiff, whose address is 8950 Cypress Waters Blvd. Coppell, TX 75019, holds a lien for the grand total sum superior to all claims or estates of the Defendant(s) on the following described property in Bay County, Florida:

LOT 17, BLOCK 1, MASHBURN AND GILBERT'S FIRST ADDITION TO LAKE DRIVE HEIGHTS AS RECORDED IN PLAT BOOK 8, PAGE 76, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Property address: 4712 PARK BOULEVARD, PANAMA CITY, FL 32404.

5. **Sale of Property.** If the grand total sum with interest at the rate described in paragraph 3, and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on **NOVEMBER 13, 2025**, at 11:00 A.M. to the highest bidder for cash, except as prescribed in paragraph 6, in accordance with section 45.031, Florida Statutes. Sales are held on-line at www.bay.realforeclose.com.

6. **Costs.** Plaintiff shall advance all costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property, provided, however, that the purchaser of the property for sale shall be responsible for documentary stamps affixed to the certificate of title. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the grand total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

7. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

8. **Right of Possession.** On the filing of Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Fla. Stat., if any. Upon filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

9. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including without limitation, orders authorizing writs of possession; an award of additional costs or attorney's fees; to enter a deficiency judgment against those parties who may be personally liable and not discharged in bankruptcy, except as may otherwise be provided in this judgment; to enter a reforeclosure or supplemental judgment/order to correct errors or omissions in this foreclosure action; or to determine the amounts due any association under §718.116 or §720.3085.

The Court also reserves jurisdiction so that in the event additional sums are expended by Plaintiff to protect its interest in the property after the execution of its affidavit of indebtedness filed in support of summary judgment or entry of this judgment including, but not limited to, real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff may file an affidavit setting forth such expenditures and the Court may enter an order awarding Plaintiff

the amount expended and add it to the grand total amount due under this final judgment, or if the property has been redeemed by payment of the judgment the Court can enter a new foreclosure judgment for the amount expended.

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, 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, 300 E. 4TH STREET P.O. BOX 2269, PANAMA CITY, FLORIDA (TELEPHONE: 850-747-5102), WITHIN (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.

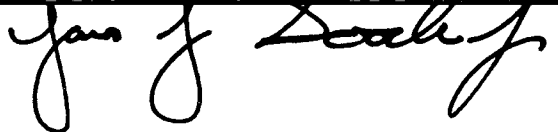
IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL

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 Legal Services of North Florida, Inc.-Panama City-850-769-3581, 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 Legal Services of North Florida, Inc.-Panama City-850-769-3581, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

The party who submitted this proposed order to the Court for approval is required to serve a copy of the signed order upon any person(s) not registered to receive service via the e-portal.

DONE AND ORDERED in Bay County, Florida, on Tuesday, September 2, 2025.

03-2024-CA-000699-CAAM 09/02/2025 11:35:54 AM



James J. Goodman, Judge
03-2024-CA-000699-CAAM 09/02/2025 11:35:54 AM

Copies to:
LAURA ELIZABETH NOYES
eportal@kasslaw.com

KINLEY I ENGVALSON
servicehad@kraskerlaw.com
kengvalson@kraskerlaw.com

David Robert Byars
eportal@kasslaw.com

Donna S Glick
eportal@kasslaw.com

Donna S Glick FL612340
ePortal@KassLaw.com

Jennifer M Scott
eportal@kasslaw.com

Law Office of Paul A, Krasker P.A., The
KEngvalson@KraskerLaw.com
ServiceHAD@KraskerLaw.com

Naomi Susan Potash
Nberman822@aol.com

Ryan Sutton
ePortal@KassLaw.com

Ryan P. Sutton
ePortal@KassLaw.com

Jennifer M. Scott
Kass Shuler, P.A.
1604 N. Marion St.
Tampa, FL 33602
Attorney for Plaintiff

GOODLEAP, LLC
CT CORPORATION SYSTEM, R.A.
C/O CT CORPORATION SYSTEM - RA OR
ANYONE AUTHORIZED TO ACCEPT
SERVICE
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

KINLEY ENGVALSON
THE LAW OFFICE OF PAUL A. KRASKER,
P.A.
1615 FORUM PLACE, 5TH FLOOR
WEST PALM BEACH, FL 33401
Kengvalson@kraskerlaw.com,
serviceHAD@kraskerlaw.com
Attorney for Defendant, PAMELA L PLINE

KINLEY ENGVALSON
THE LAW OFFICE OF PAUL A. KRASKER,
P.A.
1615 FORUM PLACE, 5TH FLOOR
WEST PALM BEACH, FL 33401
Kengvalson@kraskerlaw.com,
serviceHAD@kraskerlaw.com
Attorney for Defendant, JOHN E PLINE