Third District Court of Appeal

State of Florida

Opinion filed April 12, 2017.
Not final until disposition of timely filed motion for rehearing.

No. 3D15-1368
Lower Tribunal No. 14-19880

U.S. Bank Trust, N.A., etc.,
Appellant,

vs.

Reginald L. Wellman, etc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Gerald D. Hubbart, Senior Judge.

Robertson Anschutz & Schneid and Heidi J. Bassett and David Rosenberg (Boca Raton), for appellant.

The Ticktin Law Group and Kendrick Almaguer (Deerfield Beach), for appellee.

Before ROTHENBERG, EMAS and FERNANDEZ, JJ.

EMAS, J.

U.S. Bank Trust, N.A. appeals from a final judgment involuntarily dismissing its foreclosure complaint, upon the trial court's determination that the lender failed to comply with conditions precedent prior to filing its foreclosure lawsuit. Specifically, the trial court determined that the lender's[1] notice of default and intent to accelerate failed to comply with paragraph 22 of the mortgage agreement. Upon our de novo review, Nationstar Mortgage, LLC v. Craig, 193 So. 3d 74 (Fla. 3d DCA 2016), we find that the notice substantially complied with paragraph 22 of the mortgage.

The relevant facts of the instant case are indistinguishable from those in our recent decisions in Craig, 193 So. 3d at 77; Bank of New York v. Mieses, 187 So. 3d 919 (Fla. 3d DCA 2016); Bank of America v. Cadet, 183 So. 3d 477 (Fla. 3d DCA 2016); Suntrust Mortgage, Inc. v. Garcia, 186 So. 3d 1036 (Fla. 3d DCA 2016); and Bank of New York Mellon v. Nunez, 180 So. 3d 160 (Fla. 3d DCA 2015). In those cases we held (as we hold in the instant case) that the notice of default substantially complied with the default notice provision contained in paragraph 22 of the mortgage. We therefore reverse and remand for further proceedings consistent with this opinion.

Reversed and remanded.

[1] U.S. Bank was substituted in as party plaintiff during the proceedings below.