

Real Property, Financial Services, & Title Insurance Update: Week Ending January 8, 2021

January 08, 2021

Real Property Update

No cases of interest to report.

Financial Services Update

- **FCCPA & TCPA / Venue / Forum Selection Clause:** Although plaintiff's claims were brought under TCPA and FCCPA, they related to loan agreement containing forum selection clause, as alleged calls and texts were made in an effort to collect under that agreement - [Graham v. Rapid Auto Loans, LLC](#), No. 8:20-cv-02758 (M.D. Fla. Jan. 7, 2021) (enforcing forum selection clause and transferring to different venue)

Title Insurance Update

- **Restrictive Covenant / Constructive Notice:** Although the real estate developer's signature was notarized in a form consistent with an affidavit, rather than an acknowledgement, it was sufficient to permit the recordation of the termination of lease affidavit, which in turn provided binding constructive notice to the real estate agency of the restrictive covenant therein - [Pantry, Inc. v. Mijax Manager, LLC](#), No. 5D20-612 (Fla. 5th DCA Dec. 31, 2020) (reversed and remanded)
- **Default Judgment / Conventional Obligation:** Default judgment did not require a hearing in open court where title insurer was merely substituted to the rights of its insured, and its insured had rights against the plaintiff on a conventional obligation - [Melancon v. Commonwealth Land Title Ins. Co.](#), No. 2020-CA-0196 (La. Ct. App. Dec. 30, 2020) (affirmed)

Related Practices

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