

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

Clerk Case Number: 2025 CA 001431 NC
Circuit Civil - Sarasota County

NEWREZ LLC D/B/A SHELLPOINT
MORTGAGE SERVICING,

Plaintiff,

v.

JOHN LEVITA; DEBORAH LEVITA; UNKNOWN SPOUSE
OF JOHN LEVITA; UNKNOWN SPOUSE OF DEBORAH
LEVITA; 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;
UNKNOWN TENANT #1; UNKNOWN TENANT #2,

Defendant.

UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE

*This form substantially complies with Form 1.996, adopted by the Florida Supreme Court February 11, 2010,
SC09-1579; form published in 12th Circuit on 4-5-10.*

THIS ACTION having come before the Court on Plaintiff's Motion for Summary Judgment of Foreclosure and Request for Attorney's Fees on February 18, 2026, with counsel for Plaintiff. On the evidence presented, Plaintiff has shown that there is no genuine dispute as to any material fact and the Plaintiff is entitled to judgment as a matter of law. Plaintiff presented its Motion for Summary Judgment and Request for Attorney's Fees, supported by several Affidavits, which established all elements of its cause of action for mortgage foreclosure, including borrower's agreement to pay installment amounts due under the note and mortgage, a default by the borrowers under said agreement, and liability for amounts due as set forth in the Affidavits, including attorney's fees. The Affidavits and arguments made establish Plaintiff has proven standing to bring this action as holder of the note endorsed to blank, has complied with all condition precedent, and that Plaintiff's mortgage lien is superior to all named Defendants.

As no opposition was filed to Plaintiff's Motion for Summary Judgment by any Defendant in this action, and for the reasons set forth above, Plaintiff is entitled to judgment as a matter of law.

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, is due:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2026020948 5 PG(S)
2/18/2026 3:51 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CIVIL COURTS Receipt # 3455901

Principal Balance	\$277,237.63
Interest to 8/29/2025	\$19,029.65
Per diem of \$48.42 from 8/30/2025 to 2/18/2026	\$8,376.66
Escrow Balance at Loan Transfer	\$1,555.47
Late Charges	\$438.30
Insurance	\$11,643.55
PMI Insurance	\$2,592.27
Taxes	\$6,275.18
Credits	(\$6,858.68)
Property Inspection	\$210.00
Attorneys' Fees- Kelley Kronenberg	\$5,450.00
Attorneys' Costs – Kelley Kronenberg	\$2,668.78
TOTAL	\$328,618.81

That must bear interest at the prevailing statutory rate pursuant to F.S. §55.03.

2. Plaintiff, whose address is c/o Shellpoint Mortgage Servicing, 75 Beattie Place, Suite LL202 Greenville, SC 29601, holds a lien for the total sum superior to all claims or estates of Defendant(s), JOHN LEVITA and DEBORAH LEVITA, on the following described property in Sarasota County, Florida:

LOT 19, BLOCK 2516, FIFTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 7, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court must sell the property at public sale, as set forth below to the highest bidder for cash, except as prescribed in paragraph 45, in accordance with section 45.03.1, Florida Statutes, using the following method:

Sales	Date [Clerk Inserts]	Time	Location
Sarasota County	4/7/2026	9:00 am	Foreclosure sales conducted via Internet: www.sarasota.realforeclose.com

Manatee County		11:00 am	Foreclosure sales conducted via Internet: www.manatee.realforeclose.com
DeSoto County		11:00 am	Desoto County Courthouse: 115 Oak Street, Arcadia, Florida 34266 www.desotoclerk.com

4. Plaintiff must advance all subsequent costs of this action and must be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale must be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk must credit Plaintiff's bid with the 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.

5. On filing the certificate of title the clerk must distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs, second, documentary stamps affixed to the certificate, third, the Plaintiff's attorneys' fees, fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. On filing the certificate of sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the notice of lis pendens must be foreclosed of all estate or claim in the property, except as to the rights of a bona fide tenant occupying residential premises under the federal Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220, note, or section 83.5615, Florida Statutes, and claims or rights under chapter 718 (2010) or chapter 720, Florida Statutes, if any. On the filing of the certificate of title, the person named on the certificate of title must be let into possession of the property. subject to the rights of a bona fide tenant occupying residential premises under the federal Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220, note, or section 83.5615, Florida Statutes.

NOTICE: Issuance of a writ of possession does not exempt Plaintiff from complying with federal law requiring notice to tenants residing on foreclosed property. To insure compliance with federal law, Plaintiff should consult with counsel before serving the writ of possession.

7. Jurisdiction of this action is retained to enter further orders that are necessary or are proper including, but not limited to, re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, or issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-in-interest only in rem relief from the bankruptcy automatic stay).

8. Additions. Modifications or Changes to Standard Form

Any additions, modifications or changes to the provisions above may only be set forth in this paragraph.

a. Attorney fees. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the plaintiff, the requested attorneys' fees are 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. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 S.2d 1145 (Fla. 1985).

b. Assignment - The Plaintiff may assign the Judgment and credit bid by the filing of an assignment prior to the issuance of the Certificate of Title without further order of the Court.

c. If the Plaintiff is the purchaser at the foreclosure sale, the Plaintiff's bid is hereby assigned to Federal National Mortgage Association, and the Clerk of the Court is hereby directed to issue a Certificate of Title to the assignee named therein.

NOTICE PURSUANT TO § 45.031, FLORIDA STATUTES (2006).

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 the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the following additional language applies:

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 COURT FOR YOUR COUNTY 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.

Sarasota County Clerk of Court	Manatee County Clerk of Court	Desoto County Clerk of Court
2000 Main Street Sarasota, Florida 34237 (941) 861-7400 www.sarasotaclerk.com	1115 Manatee Ave W Bradenton, Florida 34205 (941) 749-1800 www.manateeclerk.com	115 East Oak Street Arcadia, Florida 34266 (863) 993-4876 www.desotoclerk.com

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 HELP TO 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 THE LOCAL LEGAL SERVICES LISTED BELOW 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 ONE OF THE SERVICES LISTED BELOW, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER THE RECEIPT OF THIS NOTICE.

Sarasota County	Manatee County	Desoto County
Legal Aid of Sarasota Sarasota Office 1900 Main Street, Suite 302 Sarasota, Florida 34236 (941) 366-0038 Venice Office 7810 South Tamiami Trail Suite A6 Venice, Florida 34293 (941) 492-4631	Legal Aid of Manatee 1101 6 th Avenue West Bradenton, Florida 34205 (941) 747-1628 www.gulfcoastlegal.org	Fla. Rural Legal Services 3210 Cleveland Avenue, Suite A Ft. Myers, Florida 33901 (800) 476-8937 www.flrs.org
Gulfcoast Legal Services 1750 17 th Street, Bldg. 1 Sararsota, Florida 34236 (941) 366-1746 www.gulfcoastlegal.org	Gulfcoast Legal Services 430 12 th Street West Bradenton, Florida 34205 (941) 746-6151 www.gulfcoastlegal.org	

DONE AND ORDERED in Chambers in Sarasota County, Florida.


2/18/2026 12:18 PM 2025 CA
001431 NC

e-Signed 2/18/2026 12:18 PM 2025 CA 001431 NC

Honorable Hunter W. Carroll
Circuit Judge, Twelfth Judicial District

Copies furnished to:

TAJI S. FOREMAN, ESQ., KELLEY KRONENBERG, 10360 WEST STATE ROAD 84,
FORT LAUDERDALE, FL 33324, FTLREALPROP@KELLEYKRONENBERG.COM;

JOHN LEVITA, 6792 HIGDON ROAD, NORTH PORT, FL 34287;

DEBORAH LEVITA, 6792 HIGDON ROAD, NORTH PORT, FL 34287