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IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT, IN AND FOR SARASOTA COUNTY, FLORIDA

U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-TREEHOUSE SERIES VI TRUST,
Plaintiff,

v.

GARY ANDREW BARSHAW, UNKNOWN SPOUSE OF GARY ANDREW BARSHAW, UNKNOWN TENANT #1 N/K/A KIM BARSHAW, UNKNOWN TENANT #2 N/K/A JIM BUDIER,
Defendant(s).
_____/

CASE NO. 2025-CA-001463

RECORDED IN OFFICIAL RECORDS
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4/16/2026 12:43 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CIVIL COURTS Receipt # 3481204

FINAL JUDGMENT OF FORECLOSURE

THIS ACTION came before the Court on April 15, 2026, on Plaintiff's Motion for Summary Judgment. Counsel for the Plaintiff appeared. Having reviewed the Court file, Plaintiff's Motion for Summary Judgment and the supporting affidavits, and having heard argument of counsel, the Court finds as follows:

1. Defendant, GARY ANDREW BARSHAW, ("Borrower") executed the loan documents that are the subject of this foreclosure and, defaulted for the payment due September 1, 2024, and all subsequent payments as stated in Plaintiff's Verified Complaint. Thereafter, Plaintiff mailed proper notices of said default to Borrower and those notices complied with the terms of the subject loan documents; the Court finds that Plaintiff satisfied all conditions precedent to the filing of this action.

2. That Plaintiff is the owner and holder of the subject loan documents, including the Note as executed by Borrower; that it had standing prior to the filing of this action and, at the time of final hearing. The original Note and Mortgage were also filed with the Court prior to the hearing and same has been confirmed by the Court.

3. That Plaintiff is owed the amounts stated in its Affidavits and as present to the Court, as out-lined below.

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4. That Borrower presented no viable defenses to this action and finding no genuine issue of material fact, Summary Final Judgment in favor of Plaintiff is war-ranted as a matter of law.

For the reasons stated herein, the Court

ORDERS AND ADJUDGES

1. That Plaintiff's Motion for Summary Final Judgment in Foreclosure is **GRANTED** against all Defendants listed by name: GARY ANDREW BARSHAW, UNKNOWN SPOUSE OF GARY ANDREW BARSHAW, UNKNOWN TENANT #1 N/K/A KIM BARSHAW, UNKNOWN TENANT #2 N/K/A JIM BUDIER.

2. The Plaintiff is due the following amount:

(a)	Unpaid Principal Balance	$ 234,260.33
(b)	Accrued Interest at 8.625% from 08/01/2024 through 04/16/2026 (per diem: $55.36)	$ 34,505.34
(c)	Per Diem Interest 04/15/2026– 04/16/2026 ($55.36/day):	$ (55.36)
(d)	Prior Servicer NSF	$ 20.00
(e)	Late Charge	$ 275.34
(f)	Prior Servicer Insurance	$ 2,208.56
(g)	Taxes	$ 5,445.26
(h)	Insurance	$ 3,414.00
(i)	Attorney's Fees	$ 11,986.00
(j)	Attorney's Costs	$ 2,308.12
	TOTAL	**$ 294,367.59**

3. **Interest.** The grand total amount referenced in paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest, 8.25% a year.

4. Plaintiff, **U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-TREEHOUSE SERIES VI TRUST**, whose address is c/o Ghidotti | Berger LLP, 10800 Biscayne Blvd., Suite 201, Miami, FL 33161, holds a lien for the grand total sum specified in paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the defendants, GARY ANDREW BARSHAW, UNKNOWN SPOUSE OF GARY ANDREW BARSHAW, UNKNOWN TENANT #1 N/K/A KIM BARSHAW, UNKNOWN TENANT #2 N/K/A JIM BUDIER, and all persons, corporations, or other entities claiming by, through, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments

that are superior pursuant to Florida Statutes, Section 718.116. The Plaintiffs Lien encumbers the following described property in Sarasota County, Florida:

THE WEST 149 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGIN AT THE SW CORNER OF THE SW 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 36 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE 1/4 SECTION LINE 180 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ON SAID LINE 86.4 FEET; THENCE E. AND PARALLEL TO THE SOUTH LINE OF SAID SW 1/4 OF THE SW 1/4 OF THE SE 1/4, 515.6 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SW 1/4 OF THE SE 1/4, 86.4 FEET; THENCE WEST 515.9 FEET TO THE POINT OF BEGINNING; LESS THE WEST 25 FEET FOR ROAD EASEMENT AND SOUTH 20 FEET FOR ROAD EASEMENT, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Property Address: 1018 GUN CLUB RD, SARASOTA, FL 34232

5. If the grand total amount with interest at the rate described in paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on **June 16, 2026, at 9:00 A.M.,** to the highest bidder for cash, in accordance with section 45.031, Florida Statutes, at https://www.sarasota.realforeclose.com after having first given notice as required by Section 45.031, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action and shall 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 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 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. If Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 5 herein, Plaintiff may, by written motion serve on all parties, seek to amend this final judgment to include said additional expenses.

8. 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 the 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.

9. Upon filing of the 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, subject to the provisions of the "Protecting Tenants at Foreclosure Act of 2009."

10. The Court retains subject matter jurisdiction of this action to enter further Orders that are proper including, without limitation, writs of possession and deficiency judgments. In particular, the Court retains subject matter jurisdiction to allow a supplemental post-judgment proceeding to re-foreclose against an omitted party and to resolve the issues discussed in paragraph 4.

11. Attorneys' Fees. The requested attorney's fee is a flat rate fee and/or hourly rate that the firm's client has agreed to pay in this matter. Given the amount of fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the attorney's fees are reasonable.

12. The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further order of the court.

13. Reformation. The Mortgage, which is subject of this action was recorded on August 2, 2023, in Official Records Instrument Number 2023121323, of the Public Records of Sarasota, Florida, contains an incorrect legal description of the property owned by Defendant Gary Andrew Barshaw. Said Mortgage is hereby Reformed to the proper Legal description in paragraph 4.

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 THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IN ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS 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 final judgment shall additionally contain the following statement in conspicuous type.)

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 SARASOTA COUNTY CLERK OF THE COURT, 2000 MAIN STREET SARASOTA, FLORIDA 34237 (941) 861-7400, 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 THE LEGAL AID SERVICE OF MANASOTA SARASOTA OFFICE, 1900 MAIN STREET, SUITE 302 SARASOTA, FLORIDA 34236, (941) 366-0038 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 THE LEGAL AID SERVICE OF MANASOTA SARASOTA OFFICE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE in open Court in Sarasota County, Florida.

4/15/2026 3:24 PM 2025 CA 001463 NC

e-Signed 4/15/2026 3:24 PM 2025 CA 001463 NC

CIRCUIT JUDGE

Copies furnished to all parties named on the service list:

SERVICE LIST
CASE NO.: 2025-CA-001463

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GARY ANDREW BARSHAW
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UNKNOWN SPOUSE OF GARY ANDREW BARSHAW
1018 GUN CLUB RD

SARASOTA, FL 34232

UNKNOWN TENANT #1 N/K/A Kim Barshaw
1018 GUN CLUB RD
SARASOTA, FL 34232

UNKNOWN TENANT #2 N/K/A Jim Budier
1018 GUN CLUB RD
SARASOTA, FL 34232