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LEGISLATIVE ACTION

Senate

House

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Floor: 2/AD/2R

03/02/2022 06:47 PM

Senator Burgess moved the following:

1 **Senate Substitute for Amendment (212610) (with title**
2 **amendment)**

3
4 Delete lines 81 - 197
5 and insert:
6 balance from and after the date specified in the estoppel
7 letter, if applicable.

8 (c)1. Except for mortgages for which a notice of lis
9 pendens in a foreclosure action or a suggestion of bankruptcy
10 has been properly filed and recorded, the mortgagee or mortgage
11 servicer may not qualify, reserve the right to change, or



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12 condition or disclaim the reliance of others on the information
13 provided in an estoppel letter under paragraph (b), and any
14 attempt to do so is void and unenforceable. However, if the
15 mortgagee or mortgage servicer determines that any of the
16 information provided in the estoppel letter under paragraph (b)
17 was inaccurate, the mortgagee or mortgage servicer may send a
18 corrected estoppel letter to the person who requested the
19 estoppel letter in the same manner as used to respond to the
20 original written request. If the original written request is
21 made by a person other than the mortgagor, the mortgagee or
22 mortgage servicer must also provide a copy of any corrected
23 estoppel letter to the mortgagor.

24 2. If the person who requested the original estoppel letter
25 under subparagraph (f)1. receives a corrected estoppel letter by
26 3 p.m. in such person's time zone at least 1 business day before
27 a payment is issued in reliance on the previous estoppel letter,
28 the corrected estoppel letter supersedes all prior estoppel
29 letters.

30 3. If any of the information provided in the estoppel
31 letter under paragraph (b) was inaccurate, but the person who
32 requested the estoppel letter did not timely receive a corrected
33 estoppel letter as provided in subparagraph 2., the mortgagee or
34 mortgage servicer may not deny the accuracy of such information
35 as against any person who relied on it. This subparagraph does
36 not affect the right of a mortgagee to recover any sum that it
37 did not include in an estoppel letter from any person liable for
38 payment of the loan or other obligations secured by the
39 mortgage, nor does it limit any claim or defense to recovery
40 that such person may have at law or in equity ~~on a per-day~~



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41 ~~basis.~~

42 (d)3. The mortgagee or mortgage servicer ~~of the mortgagee~~
43 acting in accordance with a request in substantial compliance
44 with this subsection ~~paragraph~~ is expressly discharged from any
45 obligation or liability to any person on account of the release
46 of the requested information, other than the obligation to
47 comply with the terms of the estoppel letter.

48 (e) If a payment is received at the location and in the
49 manner specified by the mortgagee or mortgage servicer, the
50 mortgagee or mortgage servicer must accept and may not return
51 any payment received in reliance on an estoppel letter and must
52 promptly apply such payment to the unpaid balance of the loan
53 properly due under or secured by the mortgage.

54 (f)1. A written request for an estoppel letter under
55 paragraph (a) must be sent to the mortgagee or mortgage servicer
56 by first-class mail, postage prepaid; by common carrier delivery
57 service; or by e-mail, facsimile, or other electronic means at
58 the address made available by the mortgagee or mortgage servicer
59 for such purpose or through an automated system provided by the
60 mortgagee or mortgage servicer for requesting an estoppel
61 letter. The written request is considered received by the
62 mortgagee or mortgage servicer:

63 a. Five business days after the request sent by first-class
64 mail is deposited with the United States Postal Service;

65 b. The day the request is delivered by a common carrier
66 delivery service; or

67 c. The day the request is sent by e-mail, facsimile, or
68 other electronic means or through an automated system provided
69 by the mortgagee or mortgage servicer for requesting an estoppel



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70 letter.

71

72 If any of the days in sub-subparagraph a., sub-subparagraph b.,
73 or sub-subparagraph c. falls on a Saturday, Sunday, or legal
74 holiday under the laws of this state or the United States, the
75 request for an estoppel letter is considered timely received by
76 the mortgagee or mortgage servicer on the next business day.

77 2. The mortgagee or mortgage servicer must send an estoppel
78 letter by first-class mail; by common carrier delivery service;
79 or by e-mail, facsimile, or other electronic means, as directed
80 in the written request, or through an automated system provided
81 by the mortgagee or mortgage servicer for this purpose. However,
82 the mortgagee or mortgage servicer is not required to pay for a
83 common carrier delivery service. If the 10-day period after a
84 written request is received by the mortgagee or mortgage
85 servicer ends on a Saturday, Sunday, or legal holiday under the
86 laws of this state or the United States, the estoppel letter is
87 considered timely if it is sent by the close of business on the
88 next business day.

89 (g) ~~(e)~~ Notwithstanding s. 655.059, a mortgagee or mortgage
90 servicer ~~mortgage holder~~ may provide the financial information
91 required under this subsection to a person authorized under this
92 subsection to request the financial information ~~notwithstanding~~
93 s. 655.059.

94 (2) (a) Within 60 days after the unpaid balance of a loan
95 secured by a mortgage has been fully paid or paid pursuant to an
96 estoppel letter under subsection (1), whichever is earlier, the
97 mortgagee or mortgage servicer shall execute in writing an
98 instrument acknowledging release of the mortgage; have the



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99 instrument acknowledged, or proven, and send it or cause it to
100 be sent for recording in the official records of the proper
101 county; and send or cause to be sent the recorded release to the
102 mortgagor or record title owner of the property. The prevailing
103 party in a civil action brought against the mortgagee or
104 mortgage servicer to enforce the requirements of this paragraph
105 is entitled to reasonable attorney fees and costs.

106 (b) The recorded release of the mortgage does not relieve
107 the mortgagor, or the mortgagor's successors or assigns, from
108 any personal liability on the loan or other obligations
109 previously secured by the mortgage.

110 (3) ~~(2)~~ Whenever the amount of money due on a ~~any mortgage,~~
111 lien~~7~~ or judgment has been fully paid to the person or party
112 entitled to the payment thereof, the ~~mortgagee,~~ creditor~~7~~ or
113 assignee, or the attorney of record in the case of a judgment,
114 to whom the payment was made~~7~~ shall execute in writing an
115 instrument acknowledging satisfaction of the ~~mortgage,~~ lien~~7~~ or
116 judgment and have the instrument acknowledged, or proven, and
117 duly entered in the official records of the proper county.
118 Within 60 days after the date of receipt of the full payment of
119 the ~~mortgage,~~ lien~~7~~ or judgment, the person required to
120 acknowledge satisfaction of the ~~mortgage,~~ lien~~7~~ or judgment
121 shall send or cause to be sent the recorded satisfaction to the
122 person who has made the full payment. In the case of a civil
123 action regarding a lien or judgment arising out of this section,
124 the prevailing party is entitled to attorney fees and costs.

125
126 ===== T I T L E A M E N D M E N T =====

127 And the title is amended as follows:



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128 Delete lines 15 - 36
129 and insert:
130 estoppel letter under certain circumstances; requiring
131 a mortgagee or mortgage servicer to provide a copy of
132 a corrected estoppel letter to a mortgagor under
133 certain circumstances; providing that a corrected
134 estoppel letter supersedes any previous estoppel
135 letter under certain circumstances; prohibiting the
136 mortgagee or mortgage servicer from denying the
137 accuracy of certain information provided in an
138 estoppel letter under certain circumstances; providing
139 construction; prohibiting payments received pursuant
140 to an estoppel letter from being returned and
141 requiring such payments to be promptly applied to any
142 unpaid balance of the loan properly due under or
143 secured by a mortgage; providing methods for sending a
144 written request for an estoppel letter and for sending
145 an estoppel letter; providing that the mortgagee or
146 mortgage servicer is not required to pay for a common
147 carrier delivery service; requiring the mortgagee or
148 mortgage servicer to take certain actions within a
149 specified time after the unpaid balance of a loan
150 properly secured by a mortgage has been fully paid or
151 paid pursuant to an estoppel letter; authorizing
152 reasonable attorney fees and costs; providing that
153 certain persons may still be personally liable after
154 the recording of a release of a mortgage; conforming
155 provisions to changes made by the act; amending s.