

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller  
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 ERECORD

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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
 IN AND FOR LEE COUNTY FLORIDA

WILMINGTON SAVINGS FUND SOCIETY,                      CIRCUIT CIVIL DIVISION  
 FSB, NOT IN ITS INDIVIDUAL CAPACITY  
 BUT SOLELY AS OWNER TRUSTEE FOR THE              CASE NO.: 24-CA-008055  
 FLIC RESIDENTIAL MORTGAGE LOAN  
 TRUST I,

Plaintiff,

v.

KCAP RE FUND II, LLC, A TEXAS LIMITED  
 LIABILITY COMPANY, *et al.*,  
 Defendant.

**CONSENT FINAL JUDGMENT OF MORTGAGE FORECLOSURE AND FOR OTHER  
 RELIEF**

**THIS ACTION** was tried before the court on August 21, 2025; the Plaintiff and its counsel appeared as did Defendant's counsel, Talia Manreza, Esq. On the evidence presented, and the Court having been advised of the agreement reached between the parties as to the entry of this Consent Final Judgment of Foreclosure against Defendant, KCAP RE FUND II, LLC, as further evidenced by the Joint Stipulation for Entry of Consent Final Judgment of Foreclosure filed with this Court, it is hereby **ORDERED AND ADJUDGED** as follows:

- a) Defendant KCAP RE FUND II, LLC, A TEXAS LIMITED LIABILITY COMPANY (the "Borrower"), executed the Note and Mortgage that are the subject of this action. The Note and Mortgage shall hereinafter be referred to as the "Loan Documents." The original Loan Documents were filed by the Plaintiff in support and the Court has confirmed receipt of same.
- b) Plaintiff is in possession of the original Note endorsed to blank and, as such, Plaintiff is the holder and owner of the Note and entitled to enforce the Loan Documents.
- c) The Borrower defaulted on the Loan Documents by failing to make the payment due on April 1, 2024, and all subsequent payments; same is supported by Plaintiff's business records and its Affidavit of Indebtedness filed in support of the Motion.
- d) The Borrower was sent a notice of default in compliance with the subject Mortgage; said notice was addressed to notice of address of record, as defined below, and was sent via first class mail. As such, the Court finds that Plaintiff has performed all conditions precedent to acceleration of the Loan Documents and the filing the instant action.
- e) The Court further finds that the amounts due and owing to Plaintiff are true and accurate and that Plaintiff is entitled to same.
- f) Service of process has been duly and regularly obtained over Defendants, KCAP

RE FUND II, LLC, A TEXAS LIMITED LIABILITY COMPANY, SHILOH BOONE LASATER, UNKNOWN TENANT #1 AS TO 3 10 HANCOCK BRIDGE PARKWAY N/K/A YURGENIS CALDERA, UNKNOWN TENANT #1 AS TO 312 HANCOCK BRIDGE PARKWAY N/K/A CRIS DIAZ, UNKNOWN TENANT #1 AS TO 611 SE VAN LOON TERRACE N/K/A CHAD HEROUX, UNKNOWN TENANT #2 AS TO 611 SE VAN LOON TERRACE N/K/A TERRELLE HEROUX, UNKNOWN TENANT #1 AS TO 613 SE VAN LOON TERRACE N/K/A DOLFI RODRIGUEZ, UNKNOWN TENANT #1 AS TO 1023 SE 39TH TERRACE N/K/A ZACH VALEZ, UNKNOWN TENANT #1 AS TO 4124 SE 9TH COURT N/K/A OTONIEL RAMOS, UNKNOWN TENANT #1 AS TO 1944 SUNSET PLACE N/K/A MICHELLE MC DONALD, UNKNOWN TENANT #2 AS TO 1944 SUNSET PLACE N/K/A JEROME MCDONALD and CITY OF CAPE CORAL. Proof of such service is in the Court file.

g) There is no record evidence to support any allegations to the contrary.

**COURT RULING**

Based on the Court's findings above, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Final Judgment of Mortgage Foreclosure and for other relief is hereby **GRANTED** and this Final Judgment is hereby entered in favor of the Plaintiff, WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR THE FLIC RESIDENTIAL MORTGAGE LOAN TRUST I, and against the following Defendants listed by name: KCAP RE FUND II, LLC, A TEXAS LIMITED LIABILITY COMPANY; SHILOH BOONE LASATER; UNKNOWN TENANT #1 AS TO 310 HANCOCK BRIDGE PARKWAY N/K/A YURGENIS CALDERA; UNKNOWN TENANT #1 AS TO 312 HANCOCK BRIDGE PARKWAY N/K/A CRIS DIAZ; UNKNOWN TENANT #1 AS TO 611 SE VAN LOON TERRACE N/K/A CHAD HEROUX; UNKNOWN TENANT #2 AS TO 611 SE VAN LOON TERRACE N/K/A TERRELLE HEROUX; UNKNOWN TENANT #1 AS TO 613 SE VAN LOON TERRACE N/K/A DOLFI RODRIGUEZ; UNKNOWN TENANT #1 AS TO 1023 SE 39TH TERRACE N/K/A ZACH VALEZ; UNKNOWN TENANT #1 AS TO 4124 SE 9TH COURT N/K/A OTONIEL RAMOS; UNKNOWN TENANT #1 AS TO 1944 SUNSET PLACE N/K/A MICHELLE MCDONALD; UNKNOWN TENANT #2 AS TO 1944 SUNSET PLACE N/K/A JEROME MCDONALD; and CITY OF CAPE CORAL.

2. **Amounts Due and Owning.** Plaintiff, WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR THE FLIC RESIDENTIAL MORTGAGE LOAN TRUST I, whose address is c/o Fay Servicing, LLC, Attn: Payments, 1601 LBJ Freeway, Suite 150, Farmers Branch, TX 75234, is now due:

|   |                |
|---|----------------|
| Unpaid Principal Balance on Note and Mortgage   | \$1,622,479.74 |
| Accrued Interest at 4.6875% from March 1, 2024 through August 21, 2025 (per diem: \$1,081.65) | \$112,179.23   |
| Default Interest Accrued  | \$436,065.39   |
| Default Interest Deferred   | \$173,784.24   |

|                        |                       |
|------------------------|-----------------------|
| Escrow Advance Balance | \$42,017.44           |
| NSF Fees               | \$20.00               |
| Corporate Advances     | \$3,898.50            |
| Attorney's Fees        | \$7,201.00            |
| Attorney's Costs       | \$5,191.10            |
| <b>GRAND TOTAL DUE</b> | <b>\$2,402,836.64</b> |

3. **Interest.** The Grand Total Due in Paragraph 2 will bear interest at the prevailing statutory interest rate of 8.90% percent per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until judgment is paid, the interest rate will adjust in accordance with Section 55.03, Florida Statutes.

4. **Attorney's Fees.** The Court finds that the total sum of **\$7,201.00** is a reasonable attorney's fee for the services rendered and presently anticipated to be rendered in this action by Plaintiff's counsel, HOWARD LAW. This sum is comprised of **\$5,075.00** for an agreed to flat fee with regard to the services rendered time on routine, non-contested portions of this action plus **\$2,126.00**, consisting of 2.20 hours at a rate of \$330.00 per hour and additional agreed upon flat fees of \$1,400.00, with regard to services rendered on non-routine and/or contested portions of this action. PLAINTIFF'S COUNSEL CERTIFIES 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 So. 2d 1145 (Fla. 1985).

5. **Lien on Property.** Plaintiff holds a valid lien for the Grand Total Due superior to all claims or estates of Defendants. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons corporations any 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, Sections 718.116 and/or 720.3085. The Plaintiff's lien encumbers the following described real property located in Lee County, Florida, and legally described as follows:

**PARCEL 1**

LOTS 19 & 20, BLOCK 271, CAPE CORAL UNIT 9, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 7 THRU 18 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**PARCEL 3**

LOTS 31 & 32, BLOCK 1100, CAPE CORAL UNIT 23, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGES 39 THRU 52, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**PARCEL 4**

LOTS 25 & 26. BLOCK 1108, CAPE CORAL UNIT 23, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGES 39 THRU 52, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 6  
LOTS 19 & 20. BLOCK 422, CAPE CORAL UNIT 14, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 61 THRU 68, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 7  
LOTS 6, 7 AND 8, BLOCK E. CORONADO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6. PAGE 75, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

including the buildings, appurtenances, and fixtures located thereon.

Property Address: 310-312 Hancock Bridge Pkwy, Cape Coral, FL 33990  
(the "Subject Property").

6. **Sale of Property** . If the Grand Total Due 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 **December 4, 2025**, (***NO SOONER THAN 90 DAYS***) with the first sale commencing at 9:00 AM on the specified date, (except legal holidays) in Lee County, Florida, in accordance with Florida Statutes, Section 45.031 to the highest bidder for cash, except as prescribed herein, using the following method:

- Online at [www.lee.realforeclose.com](http://www.lee.realforeclose.com)

7. **Costs**. 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 Subject Property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the Grand Total Due with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Florida Statutes, Section 45.031. If a third-party bidder is the purchaser, the third-party bidder must pay the documentary stamps attached to the Certificate of Title in addition to the bid.

If the Plaintiff incurs additional expenses subsequent to the entry of this Final Judgment but prior to the sale date specified herein, Plaintiff may, by written motion served on all parties, seek to amend this Final Judgment to include said additional expenses.

8. **Distribution of Proceeds** . 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 Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the Subject Property is purchased by a third-party bidder; third, Plaintiff's attorneys' fees; fourth, the Grand Total Due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 3 above from this date

to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

9. **Right of Redemption** . On filing the Certificate of Sale, the Defendants' right of redemption as prescribed by Florida Statutes, Section 45.0315 shall be terminated.

10. **Right of Possession**. Upon the filing of the Certificate of Sale, Defendants and all persons claiming by, through, under or against any of the Defendants since the date of the filing of the Notice of Lis Pendens shall be forever barred and foreclosed of all estate or claim in the Subject Property, except as to claims or rights under Chapter 718 or Chapter 720 of the Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named in the Certificate of Title shall be let into possession of the Subject Property.

11. **Jurisdiction Retained**. The Court specifically reserves jurisdiction to enter further orders the Court deems just and proper to include, without limitation, the following: (1) orders related to pursuit and entry of deficiency judgment, if Defendant, KCAP RE FUND II, LLC, A TEXAS LIMITED LIABILITY COMPANY, has not been discharged in bankruptcy, or it is not prohibited by federal law or mutual settlement agreement; (2) orders granting additional attorney's fees and costs; (3) writs of possession; (4) orders determining the amount and responsibility for assessments that may be due a condominium or homeowner's association pursuant to Florida Statutes, Sections 718.116 or 720.3085; (5) orders arising out of re-foreclosure, to include permitting a supplemental complaint to add an interest-holder; and/or (6) orders involving reformation of the mortgage instrument or deed to perfect title.

12. PURSUANT TO FLORIDA STATUTES, SECTION 45.031:

**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, 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 CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**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 THE COURT, ATTN: CIVIL DEPT., 1700 MONROE STREET, FT. MYERS, FL 33901 (TELEPHONE: 239-533-5000), 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 LEE COUNTY LEGAL AID SOCIETY, 2400 FIRST STREET, SUITE 214, FORT MYERS, FL 33901 (TELEPHONE: (239) 334 - 6118) 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 LEE COUNTY LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

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

14. The Stipulation of Settlement entered into between Plaintiff and Defendant, KCAP RE FUND II, LLC and filed with the Court is hereby approved and adopted by this Court.

15. In the event Defendant, KCAP RE FUND II, LLC and/or all other occupants of the Property fail to timely vacate the Property in the agreed upon condition, pursuant to the terms of the settlement between the Plaintiff and said Defendants, said Defendants consent to the issuance of a writ of possession to have them removed from the Property without need for a further motion and/or hearing regarding same.

**DONE AND ORDERED** in Fort Myers, Lee County, Florida.

08/25/2025 17:11:37  
 Christine H. Greider  
 Christine H. Greider, Circuit Court Judge wF4qGNym  
 24-CA-008055 08/25/2025 17:11:37

Electronic Service List:

Harris S. Howard <Pleadings@HowardLaw.com>  
 Harris S. Howard <360efile@360legal.net>  
 Harris S. Howard <ECCM-FL@provana.com>  
 ECCM-FL <ECCM-FL@provana.com>  
 Joshua J. Fredrickson <jfredrickson@capecoral.gov>  
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 Talia Manreza <talia@copycatlegal.com>  
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 Talia Manreza <ecruz@desouzalaw.com>  
 DAN TESTANI <TEAMTESTANILEFILING@PROVEST.US>  
 Carly Skylar Turtz <carly@howardlaw.com>  
 Case Manager <cwalen@ca.cjis20.org>

Carly Skylar Turtz <carlyt@wassersteinpa.com>  
Talia Martha Manreza Vives <tmanreza@desouzalaw.com>

Postal Service List:

Shiloh Boone Lasater  
10205 Jessica Street  
Fort Worth, TX 76244

Unknown Tenant #1 as to 310 Hancock Bridge Parkway n/k/a Yurgenis Caldera  
310 Hancock Bridge Pkwy  
Cape Coral, FL 33990

Unknown Tenant #1 as to 312 Hancock Bridge Parkway n/k/a Cris Diaz  
312 Hancock Bridge Pkwy  
Cape Coral, FL 33990

Unknown Tenant #1 as to 611 SE Van Loon Terrace n/k/a Chad Heroux  
611 SE Van Loon Ter  
Cape Coral, FL 33990

Unknown Tenant #2 as to 611 SE Van Loon Terrace n/k/a Terrelle Heroux  
611 SE Van Loon Ter  
Cape Coral, FL 33990

Unknown Tenant #1 as to 613 SE Van Loon Terrace n/k/a Dolfi Rodriguez  
613 SE Van Loon Ter  
Cape Coral, FL 33990

Unknown Tenant #1 as to 1023 SE 39th Terrace n/k/a Zach Valez  
1023 SE 39th Ter  
Cape Coral, FL 33904

Unknown Tenant #1 as to 4124 SE 9th Court n/k/a Otoniel Ramos  
4124 SE 9th Court  
Cape Coral, FL 33904

Unknown Tenant #1 as to 1944 Sunset Place n/k/a Michelle McDonald  
1944 Sunset Place  
Fort Myers, FL 33901

Unknown Tenant #2 as to 1944 Sunset Place n/k/a Jerome McDonald  
1944 Sunset Place  
Fort Myers, FL 33901

08/26/2025  
Kevin C Karnes, Clerk of Court  
by TMann DC