

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

JUPITER HOUSE, LLC,)
)
 Appellant,)
)
 v.)
)
 GREEN TREE SERVICING, LLC,)
 a/k/a Ditech Financial, LLC,)
)
 Appellee.)
 _____)

Case No. 2D17-3192

Opinion filed January 3, 2020.

Appeal from the Circuit Court for Pasco
County; Kimberly Sharpe Byrd, Judge.

Mark P. Stopa of Stopa Law Firm,
Tampa (withdrew after briefing);
Latasha Scott of Lord Scott, PLLC,
Tampa (withdrew after briefing);
Richard J. Mockler of Stay in My
Home, P.A., St. Petersburg (withdrew
after briefing); and Angela L. Leiner of
The Law Office of Angela L. Leiner,
P.A., St. Petersburg (substituted as
counsel of record), for Appellant.

William L. Noriega, Steven G. Hurley,
Preston C. Davis, and Stephen M.
Janes of Padgett Law Group,
Tallahassee, for Appellee.

PER CURIAM.

Jupiter House, LLC, appeals the final judgment of foreclosure entered in favor of Green Tree Servicing, LLC, following a nonjury trial. Jupiter House argues the final judgment should be reversed because Green Tree failed to demonstrate standing and because the final judgment includes an award of damages for defaults occurring outside the five-year statute of limitation period prior to the filing date of the current law suit. We reject both arguments and affirm. See Kronen v. Deutsche Bank Nat'l Tr. Co., 267 So. 3d 447, 448 (Fla. 4th DCA 2019) (holding lender had standing to bring foreclosure action as a holder under inference that when a lender attaches a copy of a note to its complaint for foreclosure and files the original note in the same condition as the copy, lender actually possessed the note at the time it filed the complaint, even though the copy of note was altered by redaction in compliance with Florida Rule of Judicial Administration 2.425(a)(4)(I)); Grdic v. HSBC Bank USA, N.A., 267 So. 3d 473 (Fla. 2d DCA 2019) (holding mortgagee has the right to file a subsequent foreclosure action and seek acceleration of all sums due under the note provided the foreclosure action was based on a subsequent default and the statute of limitations has not run on that particular default).

Affirmed.

SILBERMAN, MORRIS, and SMITH, JJ., Concur.