

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

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

LORETTA LEONBERG,)
)
Appellant,)
)
v.)
)
WASHINGTON MUTUAL BANK, FA;)
GREG LEONBERG a/k/a GREGORY)
LEONBERG; MICHAEL'S POOL SERVICE)
& REPAIRS; MYRTLE POINT)
HOMEOWNERS ASSOCIATION, INC.;)
JOHN DOE; JANE DOE AS UNKNOWN)
TENANT(S) IN POSSESSION OF THE)
SUBJECT PROPERTY,)
)
Appellees.)
_____)

Case No. 2D07-4807

Opinion filed July 10, 2009.

Appeal from the Circuit Court for Pinellas
County; W. Douglas Baird, Judge.

Chris M. Limberopoulos of The
Limberopoulos Law Firm, P.A., Tampa,
and Arnold D. Levine of Levine, Hirsch,
Segall, Mackenzie & Friedsam, P.A.,
Tampa, for Appellant.

Patricia A. Arango of Law Offices of
Marshall C. Watson, P.A., Fort
Lauderdale, for Appellee Washington
Mutual Bank, FA.

No appearance for remaining Appellees.

DAVIS, Judge.

Loretta Leonberg, the homeowner, challenges the trial court's final judgment of mortgage foreclosure, entered after summary judgment and in favor of Washington Mutual Bank, FA, the mortgage holder. We affirm the final judgment without comment. However, we remand the matter to the trial court solely for the purpose of conducting any further proceedings necessary on the foreclosure action, such as setting the date of the foreclosure sale. See *McMillan v. Suncoast Sch. Fed. Credit Union*, 741 So. 2d 542, 542 (Fla. 2d DCA 1999) (affirming final judgment based on summary judgment but remanding "for further proceedings on the foreclosure action").

We note that our affirmance is without prejudice to the rights of any party to seek, prior to the entry of the order setting the foreclosure sale, a modification of the amounts owed under the final judgment in light of the payment Washington Mutual received from an insurance claim after the subject property was substantially destroyed by a fire that occurred subsequent to the final judgment. See generally *Lenart v. OCWEN Fin. Corp.*, 869 So. 2d 588, 590-91 (Fla. 3d DCA 2004).

Affirmed; remanded.

WALLACE and CRENSHAW, JJ., Concur.