

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

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

WHITNEY NATIONAL BANK,)
)
Appellant,)
)
v.)
)
GOLF STRATEGIES, LLC, a Florida limited)
liability company; JOHN C. GREER, an)
individual; TRACY J. HARRIS, JR., an)
individual; HENRY C. HARDIN, III, an)
individual; JACOB H. HARDIN, an)
individual; JOHN E. HARDIN, an individual;)
BING CHARLES W. KEARNEY, JR., an)
individual; DONALD E. PHILLIPS, an)
individual; TODD R. TAYLOR, an)
individual; and W. DOUGLAS WHITE, an)
individual,)
)
Appellees.)
_____)

Case No. 2D12-2951

Opinion filed June 21, 2013.

Appeal from the Circuit Court for
Hillsborough County; William P. Levens,
Judge.

Sylvia H. Walbolt and Christine Davis
Graves of Carlton Fields, P.A., Tampa, for
Appellant.

Steven L. Brannock and Tracy S. Carlin of
Brannock & Humphries, Tampa, for
Appellees John C. Greer; Tracy J. Harris,
Jr.; Henry C. Hardin, III; Jacob H. Hardin;
John E. Hardin; Bing Charles W. Kearney,
Jr.; Donald E. Phillips; and Todd R. Taylor.

No appearance for remaining Appellees.

ALTENBERND, Judge.

Whitney National Bank appeals an amended final judgment entered in an action brought against various guarantors of a promissory note that was secured by a mortgage. The borrower, The Golf Club at Bridgewater, LLC, is not a party to this action and has a proceeding pending in the bankruptcy court of the Middle District of Florida. Whitney does not argue that the trial court erred in the "ordered and adjudged" section of the final judgment.

Whitney correctly observes that the trial court lacked jurisdiction over the property owned by The Golf Club at Bridgewater, LLC, and that the case did not involve a foreclosure against the property. Nevertheless, a portion of the final judgment discussing an affirmative defense of unclean hands, which was raised by some of the guarantors, concludes with the following two sentences: "As such, the Court finds the unclean hands doctrine applicable. Whitney is estopped from foreclosing on an accelerated basis."

If we correctly understand the proceedings in the bankruptcy court, Whitney has already taken possession of the land and a foreclosure will be unnecessary. Nevertheless, to avoid any possible confusion, on remand we order the trial court to strike from the amended final judgment the sentence: "Whitney is estopped from foreclosing on an accelerated basis."

Affirmed with instructions.

LAROSE, J., and GALLEN, THOMAS M., ASSOCIATE SENIOR JUDGE, Concur.