

26 estoppel letter; providing that the mortgagee or
 27 mortgage servicer is not required to pay for a common
 28 carrier delivery service; requiring the mortgagee or
 29 mortgage servicer to take certain actions within a
 30 specified time after the unpaid balance of a loan
 31 properly secured by a mortgage has been fully paid or
 32 paid pursuant to an estoppel letter; authorizing
 33 reasonable attorney fees and costs; providing that
 34 certain persons may still be personally liable after
 35 the recording of a release of a mortgage; amending s.
 36 701.041, F.S.; revising a definition; conforming
 37 provisions to changes made by the act; providing an
 38 effective date.

39

40 Be It Enacted by the Legislature of the State of Florida:

41

42 Section 1. Section 701.04, Florida Statutes, is amended to
 43 read:

44 701.04 Cancellation of mortgages, liens, and judgments.—

45 (1) (a) Within 10 ~~14~~ days after receipt of the written
 46 request of a mortgagor, a record title owner of the property, a
 47 fiduciary or trustee lawfully acting on behalf of a record title
 48 owner, or any other person lawfully authorized to act on behalf
 49 of a mortgagor or record title owner of the property, the
 50 mortgagee ~~holder of a mortgage shall deliver or cause the~~

51 mortgage servicer shall send or cause to be sent of the mortgage
52 to deliver to the person making the request at a place
53 designated in the written request an estoppel letter setting
54 forth the unpaid balance of the loan secured by the mortgage. If
55 the written request is made by a person other than the
56 mortgagor, the request must include a copy of the instrument
57 showing such person's title in the property or other lawful
58 authorization, and the mortgagee or mortgage servicer must
59 notify the mortgagor of the request.

60 ~~(a) If the mortgagor, or any person lawfully authorized to~~
61 ~~act on behalf of the mortgagor, makes the request, the estoppel~~
62 ~~letter must include an itemization of the principal, interest,~~
63 ~~and any other charges properly due under or secured by the~~
64 ~~mortgage and interest on a per-day basis for the unpaid balance.~~

65 (b) ~~If a record title owner of the property, or any person~~
66 ~~lawfully authorized to act on behalf of a mortgagor or record~~
67 ~~title owner of the property, makes the request:~~

68 ~~1. The request must include a copy of the instrument~~
69 ~~showing title in the property or lawful authorization.~~

70 ~~2. The estoppel letter may include the itemization of~~
71 ~~information required under paragraph (a), but must at a minimum~~
72 ~~include:~~

73 1. The ~~total~~ unpaid balance of the loan due under or
74 secured by the mortgage as of the date specified in the estoppel
75 letter, including an itemization of the principal, interest, and

76 any other charges comprising the unpaid balance; and ~~on a per-~~
77 day basis.

78 2. Interest accruing on a per-day basis for the unpaid
79 balance, if applicable.

80 (c)1. Except for mortgages for which a notice of lis
81 pendens in a foreclosure action or a suggestion of bankruptcy
82 has been properly filed and recorded, the mortgagee or mortgage
83 servicer may not qualify, reserve the right to change, or
84 condition or disclaim the reliance of others on the information
85 provided in an estoppel letter under paragraph (b), and any
86 attempt to do so is void and unenforceable. However, if the
87 mortgagee or mortgage servicer determines that any of the
88 information provided in the estoppel letter under paragraph (b)
89 was inaccurate, the mortgagee or mortgage servicer may send a
90 corrected estoppel letter to the person who requested the
91 estoppel letter.

92 2. If the person who requested the estoppel letter
93 receives a corrected estoppel letter by the end of normal
94 business hours at least 1 business day before a payment is made
95 in reliance on the previous estoppel letter, the corrected
96 estoppel letter supersedes all prior estoppel letters.

97 3. If any of the information provided in the estoppel
98 letter under paragraph (b) was inaccurate, but the person who
99 requested the estoppel letter did not timely receive a corrected
100 estoppel letter as provided in subparagraph 2., the mortgagee or

101 mortgage servicer may not deny the accuracy of such information
 102 as against any person who relied on it. This subparagraph does
 103 not affect the right of a mortgagee to recover any sum that it
 104 did not include in an estoppel letter from any person liable for
 105 payment of the loan or other obligations secured by the
 106 mortgage, nor does it limit any claim or defense to recovery
 107 that such person may have at law or in equity.

108 (d)3. The mortgagee or mortgage servicer ~~of the mortgagee~~
 109 acting in accordance with a request in substantial compliance
 110 with this subsection ~~paragraph~~ is expressly discharged from any
 111 obligation or liability to any person on account of the release
 112 of the requested information, other than the obligation to
 113 comply with the terms of the estoppel letter.

114 (e) If a payment is received at the location and in the
 115 manner specified by the mortgagee or mortgage servicer, the
 116 mortgagee or mortgage servicer must accept and may not return
 117 any payment received in reliance on an estoppel letter and must
 118 promptly apply such payment to the unpaid balance of the loan
 119 properly due under or secured by the mortgage.

120 (f)1. A written request for an estoppel letter under
 121 paragraph (a) must be sent to the mortgagee or mortgage servicer
 122 by first-class mail, postage prepaid; by common carrier delivery
 123 service; or by e-mail, facsimile, or other electronic means at
 124 the address made available by the mortgagee or mortgage servicer
 125 for such purpose or through an automated system provided by the

126 mortgagee or mortgage servicer for requesting an estoppel
 127 letter. The written request is considered received by the
 128 mortgagee or mortgage servicer:

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

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

133 c. The day the request is sent by e-mail, facsimile, or
 134 other electronic means or through an automated system provided
 135 by the mortgagee or mortgage servicer for requesting an estoppel
 136 letter.

137
 138 If any of the days in sub-subparagraph a., sub-subparagraph b.,
 139 or sub-subparagraph c. falls on a Saturday, Sunday, or legal
 140 holiday under the laws of the state or the United States, the
 141 request for an estoppel letter is considered timely received by
 142 the mortgagee or mortgage servicer on the next business day.

143 2. The mortgagee or mortgage servicer must send an
 144 estoppel letter by first-class mail; by common carrier delivery
 145 service; or by e-mail, facsimile, or other electronic means, as
 146 directed in the written request, or through an automated system
 147 provided by the mortgagee or mortgage servicer for this purpose.
 148 However, the mortgagee or mortgage servicer is not required to
 149 pay for a common carrier delivery service. If the 10-day period
 150 after a written request is received by the mortgagee or mortgage

151 servicer ends on a Saturday, Sunday, or legal holiday under the
152 laws of the state or the United States, the estoppel letter is
153 considered timely if it is sent by the close of business on the
154 next business day.

155 (g)-(e) Notwithstanding s. 655.059, a mortgagee or mortgage
156 servicer ~~mortgage holder~~ may provide the financial information
157 required under this subsection to a person authorized under this
158 subsection to request the financial information ~~notwithstanding~~
159 s. 655.059.

160 (2)(a) Within 60 days after the unpaid balance of a loan
161 secured by a mortgage has been fully paid or paid pursuant to an
162 estoppel letter under subsection (1), whichever is earlier, the
163 mortgagee or mortgage servicer shall execute in writing an
164 instrument acknowledging release of the mortgage; have the
165 instrument acknowledged, or proven, and duly entered in the
166 official records of the proper county; and send or cause to be
167 sent the recorded release to the mortgagor or record title owner
168 of the property. The prevailing party in a civil action brought
169 against the mortgagee or mortgage servicer to enforce the
170 requirements of this paragraph is entitled to reasonable
171 attorney fees and costs.

172 (b) The recorded release of the mortgage does not relieve
173 the mortgagor, or the mortgagor's successors or assigns, from
174 any personal liability on the loan or other obligations
175 previously secured by the mortgage.

176 (3)-(2) Within 60 days after the unpaid balance ~~Whenever~~
 177 ~~the amount of money due on a any mortgage, lien, or judgment has~~
 178 ~~been fully paid to the person or party entitled to the payment~~
 179 ~~thereof, the mortgagee, creditor, or assignee, or the attorney~~
 180 ~~of record in the case of a judgment, to whom the payment was~~
 181 ~~made, shall execute in writing an instrument acknowledging~~
 182 ~~satisfaction of the mortgage, lien, or judgment; and have the~~
 183 ~~instrument acknowledged, or proven, and duly entered in the~~
 184 ~~official records of the proper county; and. Within 60 days after~~
 185 ~~the date of receipt of the full payment of the mortgage, lien,~~
 186 ~~or judgment, the person required to acknowledge satisfaction of~~
 187 ~~the mortgage, lien, or judgment shall send or cause to be sent~~
 188 ~~the recorded satisfaction to the person who has made the full~~
 189 ~~payment. In the case of a civil action arising out of this~~
 190 ~~section, The prevailing party in a civil action brought against~~
 191 ~~the creditor or assignee, or the attorney of record in the case~~
 192 ~~of a judgment, to enforce the requirements of this subsection is~~
 193 ~~entitled to reasonable attorney fees and costs.~~

194 (4)-(3) When ~~Whenever~~ a writ of execution has been issued,
 195 docketed, and indexed with a sheriff and the judgment upon which
 196 it was issued has been fully paid, it is the responsibility of
 197 the person ~~party~~ receiving payment to request, in writing,
 198 addressed to the sheriff, return of the writ of execution as
 199 fully satisfied.

200 Section 2. Paragraph (a) of subsection (1) and subsection

201 (2) of section 701.041, Florida Statutes, are amended to read:
 202 701.041 Title insurer; mortgage release certificate.—

203 (1) DEFINITIONS.—For purposes of this section:

204 (a) "Estoppel letter" means a statement containing, at a
 205 minimum, the information required in s. 701.04(1)(b) of the
 206 amount of:

207 1. ~~The unpaid balance of a loan secured by a mortgage,~~
 208 ~~including principal, interest, and any other charges properly~~
 209 ~~due under or secured by the mortgage.~~

210 2. ~~Interest on a per-day basis for the unpaid balance.~~

211 (2) CERTIFICATE OF RELEASE.—An officer or duly appointed
 212 agent of a title insurer may, on behalf of a mortgagor or a
 213 person who acquired from the mortgagor title to all or a part of
 214 the property described in a mortgage, execute a certificate of
 215 release that complies with the requirements of this section and
 216 record the certificate of release in the real property records
 217 of each county in which the mortgage is recorded if a
 218 satisfaction or release of the mortgage has not been executed
 219 and recorded after the date payment in full of the loan properly
 220 due under or secured by the mortgage was made in accordance with
 221 an estoppel letter ~~a payoff statement~~ furnished by the mortgagee
 222 or ~~the~~ mortgage servicer.

223 Section 3. This act shall take effect October 1, 2022.