

App. 1

**IN THE DISTRICT COURT OFF APPEAL OF
THE STATE OF FLORIDA SECOND DISTRICT,
POST OFFICE BOX 327, LALELAND, FL.
33802-0327**

June 16, 2022

CASE NO: 2D21-0211
L.T. No.: 01-CA-8800

KEVIN C. BERTRAM v. U.S. BANK AS TRUSTEE

Appellant / Petitioner(s), Appellee / Respondent(s).

BY ORDER OF THE COURT

This court's June 13, 2022, order striking appellant's motion for rehearing and written opinion as untimely is withdrawn. Appellant's motion for rehearing and written opinion is denied.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:

MICHAEL R. ESPOSITIO ESQ.
NICOLE R. TOPPER ESQ.

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PAUL M. MESSINA JR. ESQ.
KEVIN C. BERTRAM
KEN BURKE, CLERK

mep

Signed
Mary Elizabeth Kuenzel
Clerk

SEAL

App. 3

DISTRICT COURT OF APPEAL OF FLORIDA
SECOND DISTRICT

KEVIN C. BERTRAM,

Appellant,

v.

U.S. BANK, N.A. as Trustee;
KIMBERLY VI RANKINE-BERTRAM; and
UNITED STATES OF AMERICA

Appellees.

No. 2D21-211

April 29, 2022

App. 4

Appeal from the Circuit Court for Pinellas County,
Keith Meyer, Judge.

Kevin C. Bertram, pro se.

Paul M. Messina, Jr., Nicole R. Topper, and Michael
R. Esposito of Blank Rome, Tampa, for Appellee U.S.
Bank, N.A.

No appearance for remaining Appellees.

PER CURIAM.

Affirmed.

BLACK, LUCAS, and SMITH, JJ., Concur

Opinion subject to revision prior to official
publication.

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**IN THE CIRCUIT COURT IN AND FOR THE
SIXTH JUDICIAL CIRCUIT OF PINELLAS
COUNTY, FLORIDA
CIVIL DIVISION**

U.S BANK NA TRUSTEE

Plaintiff,

and

Case No.: 01-008800-CI

Section 20

KEVIN BERTRAM, et al

Defendant.

**ORDER ON DEFENDANT'S
MOTION/REQUEST FOR AN EVIDENTIARY
HEARING AND PLAINTIFF'S
MOTION/REQUEST FOR AN EVIDENTIARY
HEARING AND MOTION FOR PROTECTIVE
ORDER**

THIS CAUSE came before the court on December 9, 2020 upon the Defendant's Motion/Request for an Evidentiary hearing and Plaintiff's Motion/Request for an Evidentiary hearing and Motion for Protective Order. Counsel for the parties appeared via

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telephone, and the Court having heard the argument of the parties, having reviewed the court file, and being otherwise apprised of the issues, finds as follows:

ORDERED AND ADJUDGED that the Defendant's Motion/Request for an Evidentiary Hearing is DENIED and the Plaintiff's Motion for Protective Order is DENIED.

ORDERED at Clearwater, Pinellas County, Florida, on this 18 day of December 2020.

Signed

Keith Meyer, Circuit Judge

Copies to:

Paul Messina, Esq.

Kevin Bertram

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**IN THE DISTRICT COURT OF APPEAL OF
THE STATE OF FLORIDA SECOND DISTRICT,
POST OFFICE BOX 327, LAKE LAND, FL.
33802-0327**

January 29, 2009

CASE NO.: 2D07-2779

L.T. No.: 01-8800-CI

Kevin C. Bertram

v. U.S. Bank, N.A.

Appellant / Petitioner(s), Appellee / Respondent(s).

BY ORDER OF THE COURT:

Appellant's motion for rehearing and request
for written opinion is denied.

I HEREBY CERTIFY that the foregoing is a
true copy of the original court order.

Served:

Kevin Bertram

Elizabeth R. Wellborn, Esq.

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Ken Burke, Clerk

me

Signed
James Birkhold
Clerk

SEAL

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

IN THE DISTRICT COURT OF APPEAL

OF FLORIDA

SECOND DISTRICT

KEVIN C. BERTRAM,)	
Appellant,)	
)	
v.)	Case No. 2D07-2779
)	
U.S. BANK, N.A., as trustee,)	
and KIMBERLY VI RANKINE))	
-BERTRAM)	
Appellees.)	
)	

Opinion filed October 31, 2008.

App. 10

Appeal from the Circuit Court for
Pinellas County; Bruce Boyer, Judge.
Kevin C. Bertram, pro se.
Elizabeth R. Wellborn, Deerfield Beach,
For appellee U.S. Bank, N.A.

No appearance for appellee Kimberly VI
Rankine-Bertram.

PER CURIAM

Affirmed.

Fulmer, Whatley, and Silberman, JJ., Concur.

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**IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT IN AND FOR PINELLAS
COUNTY, FLORIDA CIVIL DIVISION
Case #01-8800-CI-07**

U.S. BANK, N.A., as Trustee,
Plaintiff(s),

vs.

**KEVIN BERTRAM, KIMBERLY VI
RANKINE-BERTRAM, ET AL,**
Defendant(s)

_____ /

ORDER

On March 20, 2006 this Court conducted a Final Hearing on the above styled case.

On April 21, 2006 this Court signed a Final Judgment of Foreclosure In Rem (to be published in the GULF COAST BUSINESS REVIEW). The Final Judgment Of Foreclosure In Rem set a sale date on the property for May 23, 2006. The Final Judgment of

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Foreclosure which the Court signed on April 21, 2006 also reserved ruling on attorney's fees and costs, both as to entitlement and amount.

On April 16, 2007 the Plaintiff filed with the Court a Notice of Hearing on Plaintiff's previously filed Motion to Amend the Final Judgment To Include Attorney Fees and Costs and to Reschedule Foreclosure Sale.

On May 7, 2007 this Court received a letter from Kimberly VI Rankine-Bertram, one of the named Defendants, inquiring as to the status of this case.

A review of the Court file shows that the Court ordered sale date of May 23, 2006 did not occur because of a lack of publication. The Court file also shows that numerous motions have been filed with the Clerk of the Court since the May 23, 2006 hearing without the motions being set for hearing with the Court and without the Court being informed of the filing of the motions. This includes the filing of motions both by the Plaintiff and the Defendant, Kevin Bertram.

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The Defendant, Kimberly VI Rankine-Bertram's MOTION FOR RELIEF FROM JUDGMENT, with a certificate of service date of December 13, 2006 was heard on January 30, 2007 by a Senior Judge. The Court has not yet received the Proposed order from Ms. Rankine-Bertram's attorney for the Senior Judge's signature.

The Court has reviewed the Motions filed with the Clerk of the Court since the entry of the Final Judgment on April 21, 2006 and reviewed all the pertinent portions of the Court file.

WHEREFORE, it is

ORDERED AND ADJUDGED that Plaintiff's MOTION FOR DETERMINATION OF ATTORNEYS FEES AND COST, MOTION TO AMEND FINAL JUDGMENT TO INCLUDE ATTORNEYS FEES AND COSTS AND MOTION TO RESCHEDULE FORECLOSURE SALE, with a certificate of service date of April 19, 2006 will require a Court hearing for the Court to make a determination on this Motion. It is further

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ORDERED AND ADJUDGED that Defendant, Kevin C. Bertram's MOTION TO EXTEND THE RIGHT OF REDEMPTION PERIOD, with a certificate of service date of April 28, 2005 (sic) and filed with the Court on April 28, 2006 is DENIED. It is further

ORDERED AND ADJUDGED that the DEFENDANT'S OBJECTION OF FINAL JUDGMENT FOR FORECLOSURE, filed by Defendant Kevin C. Bertram, with a certificate of service of service date of May 1, 2006 is DENIED. It is further

ORDERED AND ADJUDGED that the Defendant, Kevin C. Bertram's DEFENDANT'S OBJECTIONS OF FINAL JUDGMENT FOR FORECLOSURE, with a certificate of service date of May 1, 2006 and directed to the Final Judgment previously entered by this Court on April 21, 2006 is DENIED. It is further

ORDERED AND ADJUDGED that the Defendant, Kevin C. Bertram's DEFENDANT'S MOTION FOR REHEARING ON FINAL JUDGMENT FOR FORECLOSURE AND DUE

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PROCESS REDRESS HEARING, with a certificate of service date of May 1, 2006 is DENIED.

ORDERED AND ADJUDGED that the DEFENDANT KEVIN C. BERTRAM OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION FOR DETERMINATION OF ATTORNEYS FEES' (sic) AND COSTS, OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION TO AMEND FINAL JUDGMENT TO INCLUDE ATTORNEYS FEES' (sic) AND COSTS AND OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION TO RESCHEDULE FORECLOSURE SALE, with a certificate of service date June 12, 2006 may be argued as a response to Plaintiff's Motion for Determination of attorney Fees and Costs, Motion to Amend Final Judgment To Include Attorneys Fees' (sic) and Costs and Motion To Reschedule foreclosure Sale, should Plaintiff's Motion be called up for hearing. It is further

ORDERED AND ADJUDGED that the Defendant, Kevin C. Bertram's DEFENDANT MOTION FOR RELIEF FROM JUDGMENT, with a certificate of service date of April 23, 2007 with the accompanying DEFENDANT'S NOTICE OF FILING

MEMORANDUM OF LAW IN SUPPOR OF MOTION FOR RELIEF FROM JUDGMENT is DENIED. It is further

ORDERED AND ADJUDGED That the Defendant, Kevin C. Bertram's DEFENDANT'S NOTICE OF FILING BILL OF PARTICULARS OF HIS SET-OFF IN SUPPORT OF HIS MOTION FOR REHEARING ON FINAL JUDGMENT FOR FORECLOSURE AND DUE PROCESS REDRESS HEARING AND MOTION FOR RELIEF FROM FINAL JUDGMENT, with a certificate of service date of May 2, 2007 is DENIED. It is further

ORDERED AND ADJUDGED That DEFENDANT KEVIN C. BERTRAM OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION FOR DETERMINATION OF ATTORNEY'S FEES (sic) AND COST, OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION FOR DETERMINATION OF ATTORNEY'S FEES' (sic) AND COST, OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION TO AMEND FINAL JUDGMENT TO INCLUDE ATTORNEY'S FEES' (sic) AND COSTD AND OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION TO RESCHEDULE FORECLOSURE

SALE AND DEFENDANT'S PROFFER'S FILED OF PENDING MOTIONS TO (1) EXTEND THE RIGHT OF REDEMPTION PERIOD AND (2) OBJECTIONS OF FINAL JUDGMENT FOR FORECLOSURE AND (3) REHEARING ON FINAL JUDGMENT FOR FORECLOSURE AND DUE PROCESS REDRESS HEARING AND (4) AFFIDAVIT OF RESPONDENT AS TO PAYMENTS OF MORTGAGE AND CLOSING COSTS AND (5) NOTICE OF FILING AND (6) RELIEF FROM JUDGMENT AND (7) NOTICE OF FILING MEMORANDUM OF LAW AND (8) NOTICE OF FILING BILL OF PARTICULARS OF HIS SET-OFF, with a certificate of service date May 7, 2007 is DENIED as to request numbered 1, 2, 3, 4, 5, 6, 7 and 8. The balance of Defendant, Kevin C. Bertram's Motion may be argued as a response to Plaintiff's Motion For Determination of Attorney Fees and Cost, Motion To amend Final Judgment to Include Attorneys Fees and Costs and Motion To Reschedule Foreclosure Sale, should Plaintiff's Motion be called up for hearing.

DONE AND ORDERED

in Chambers, at Clearwater, Pinellas County, Florida this 9th day of May, 2007.

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Signed
BRUCE BOYER
CIRCUIT COURT JUDGE

Copies to:

Kevin Bertram, Pro Se
Kimberly VI Rankine-Bertram
Elizabeth R. Wellborn, Esq.
Adam S. Goldstein, Esq.

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**IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT IN AND FOR PINELLAS
COUNTY, FLORIDA**

U.S. BANK, N.A. AS TRUSTEE)
)
 Plaintiff,)
)
) Case No. 01-8800
 v.) CI-07
)
 KEVIN BERTRAM, KIMBERLY)
 VI RANKINE-BERTRAM,)
 UNITED STATES OF AMERICA)
)
 Defendant.)

FINAL JUDGMENT OF FORECLOSURE

IN REM

(To be Published in the GULF COAST
BUSINESS REVIEW)

THIS CAUSE, having come before the Court for Non-Jury Trial (Final Hearing) on March 20, 2006, upon Plaintiff's Complaint to Foreclosure Mortgage. The Court having reviewed the file in this action, taken the testimony of the parties, hearing argument of counsel and upon the documents in support thereof, this Court makes the following finding of fact:

A. On July 28, 1998, the Defendants, Mr. & Mrs. Bertram closed on the mortgage with New Century Mortgage Corporation.

B. Defendant, Kevin Bertram, felt that the paperwork he signed at closing with New Century Mortgage Corporation was not what he agreed to previously.

C. On or about July 31, 1998, Defendant, Kevin Bertram, wrote a letter to the original lender, New Century Mortgage corporation, regarding his concerns with the closing.

D. On August 11, 1998, new Century Mortgage Corporation assigned the mortgage to the current Plaintiff, U.S. Bank.

- E. Defendant, Kevin Bertram, paid his mortgage payments, his property taxes and maintained his homeowner's insurance on his property since July of 2001.
- F. Defendant, Kevin Bertram, has not paid his mortgage payments, property taxes, and has not carried homeowner's insurance on his property since July of 2001.
- G. By letter of October 4, 2001, Mr. Bertram and the former Mrs. Bertram were told they were in default of their mortgage.
- H. Mr. & Mrs. Bertram divorced on August 7, 2000. As part of their divorce, they entered into a marital agreement in, which Mr. Bertram, in essence, agreed to indemnify Mrs. Bertram regarding the former marital property. The former marital property is the subject of this foreclosure action.
- I. Prior to the beginning of the March 20, 2006 final hearing, Mr. Bertram and Attorney for Mrs. Bertram, Adam Goldstein, Esq., stipulated to reaffirming Mr. Bertram and the former Mrs. Bertram's respective obligations under the marital

settlement agreement including Mr. Bertram indemnifying the former Mrs. Bertram regarding any adverse judgment in this foreclosure action.

- J. As of March 20, 2006, Mr. Bertram and the former Mrs. Bertram owed \$ 361,904.44 on this loan. This figure includes principle, interest, late charges, satisfaction costs, property evaluation fees, foreclosure fees, litigation fees of the Plaintiff's prior attorney, litigation fees for the Plaintiff's present attorney, foreclosure cost and escrow advances.

Based upon the above findings of this Court,
IT IS ORDERED, ADJUDGED, AND DECREED
THAT:

1. Plaintiff, U.S. BANK, N.A., AS TRUSTEE, is
due as of March 20, 2006:

As unpaid principle of the indebtedness agreed to be
paid in the mortgage herein foreclosed and the note
secured thereby \$ 189,744.71

Interest on said principle before through March 20,
2006 \$ 73,169.80

Late Charges accrued up to the
acceleration *date* \$ 3,471.82

Satisfaction Costs \$ 25.00

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Appraisal/BPO Fee	\$ <u>536.00</u>
Escrow Advances	\$ <u>42,307.67</u>
<u>Total</u>	\$ <u>309,255.00</u>

Together with such further costs as may be incurred by the Plaintiff in this action, including, but not limited to, the sale fee and publication of the Notice of Sale, and any advances made by the Plaintiff subsequent to March 20, 2006, which are proper under the terms of the Note and Mortgage foreclosed herein, together with all foreclosure costs and fees and all litigation and attorney fees, if any, which may be awarded by this court. Following entry, this judgment shall bear interest at the rate of 7% a year, or as otherwise prescribed by law.

2. Due and legal Service of Process has been made upon all of the Defendant(s). This Court has Jurisdiction of the parties in this case and the subject matter thereof. Further, the allegations contained in Plaintiff's Complaint have been proven by competent evidence and the equities in this cause are with the Plaintiff.

3. The Mortgage sued upon by the Plaintiff in this cause constitutes a valid lien upon the property hereinafter described and the Mortgage is in default as alleged in the Complaint.
4. Plaintiff holds a lien for the total sum superior to any claim or estate of all Defendants, on the following described property in Pinellas County, Florida:

**LOT A, BROWN'S ADDITION TO
REVISED MAP OF INDIAN BEACH
ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT
BOOK 58, PAGE 80, OF THE
PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA.**

5. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, and the clerk of this court shall sell the property at public sale to the highest bidder for cash, in the lobby of the Pinellas County courthouse, 315 Court Street, Clearwater, FL 33756 in accordance with section 45.031, Florida Statutes at a date to be determined

subsequent to the Court's ruling as the entitlement of the Plaintiff as to attorney's fees and costs. SALE DATE: MAY 23, 2006.

6. 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 property for sale. If the plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. If plaintiff's purchaser, the clerk shall issue title to plaintiff, or its Assignee (upon Assignment of Bid with Clerk), without further payment or Order of this Court, except as herein provided.
7. 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; third, plaintiff's attorney's fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

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Copies Provided to:

Elizabeth R. Wellborn, Esq.	Adam s. Goldstein, Esq
1701 West Hillsboro Blvd.,	700 Central Avenue,
Suite 302	Suite 402
Deerfield Beach, Florida	St. Petersburg, Florida
33442	33701

Kevin C. Bertram
470 Harbor Drive North
Indian Rocks Beach, FL 33785