

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

LAWRENCE T. REID, JR.,
Appellant,

v.

**AMERIFUND EQUITY GROUP, MARGARET REID FALLON,
EDWARD REID, and THOMAS REID,**
Appellees.

Nos. 4D2025-2277 and 4D2025-2613

[August 19, 2026]

CORRECTED OPINION¹

Consolidated appeals from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Carlos Augusto Rodriguez, Judge; L.T. Case No. 062022CA013932AXXXCE.

Lawrence T. Reid, Jr., Boca Raton, pro se.

Kevin J. Loftus of The Loftus Firm, LLC, Jacksonville, for appellee Amerifund Equity Group.

No appearance for appellees Margaret Reid Fallon, Edward Reid, and Thomas Reid.

FORST, J.

Appellant Lawrence T. Reid, Jr. appeals from the trial court's order dividing a foreclosure surplus evenly among him and his four surviving siblings. He argues the trial court erred in failing to give effect to three siblings' disclaimers of their interests in the foreclosed property. We agree and reverse. In light of the reversal, we decline to address Appellant's due process argument.

Background

¹ This opinion was corrected to solely add appellate case number 4D2025-2613.

Appellant's brother Christopher Reid ("Decedent") died intestate in 2020. Decedent did not have living parents, a spouse, or descendants, but he was survived by five siblings: Appellant, Donna Reid, Thomas Reid, Edward Reid, and Margaret Reid Fallon. At the time of his death, Decedent owned a condominium in Coral Springs ("the property") secured by a mortgage and promissory note.

During Decedent's probate proceedings, Thomas, Edward, and Margaret executed disclaimers "irrevocably and unqualifiedly" renouncing any and all interest or rights in the property. Each of these disclaimers was executed before a notary and two witnesses and included a legal description of the property. All three disclaimers were filed with the probate court in 2022.

U.S. Bank filed a complaint and obtained a foreclosure judgment against the property. Appellant and his sister Donna filed a notice of no contest to the foreclosure sale and reserved the right to claim any surplus. Thomas, Edward, and Margaret failed to respond to the complaint and a default was issued against them. The trial court granted final summary judgment of foreclosure in favor of U.S. Bank and ordered the sale of the property at a public auction.

The property sold for considerably more than the outstanding debt. After satisfaction of the foreclosure judgment, a \$69,807.98 surplus remained to be distributed among the condominium association (a junior lienholder) and Decedent's heirs.

Lawrence and Donna claimed entitlement to the whole remaining surplus (minus the condominium association lien) and argued that the remaining three siblings—Thomas, Edward, and Margaret—had forfeited their right to any surplus funds by executing valid disclaimers of their interest in Decedent's estate and the property. The trial court took judicial notice of those disclaimers.

Amerifund Equity Group ("AEG"), as assignee of Thomas's and Edward's claimed interests, sought those siblings' shares of the surplus. AEG's motion specifically claimed Thomas and Edward were entitled to their shares of the surplus funds as two of Decedent's "heirs." Following an evidentiary hearing, the trial court concluded that the probate disclaimers had no effect on the foreclosure surplus proceedings because the disclaimers "do not comply with Florida Statute 45.033(3)" and ordered that, after payment of the condominium association lien, the remaining surplus be divided equally among all five siblings. As a result, Appellant, Donna, and Margaret each received twenty percent of the remaining

surplus, while AEG received forty percent as assignee of both Thomas's and Edward's interests.

After the trial court denied Appellant's motion for rehearing, he appealed, arguing the trial court had improperly disregarded the disclaimers filed in the probate action and erroneously treated Thomas, Edward, and Margaret as heirs entitled to share in the surplus.

Analysis

The standard of review for questions of statutory interpretation is *de novo*. *Lab'y Corp. of Am. v. Davis*, 339 So. 3d 318, 323 (Fla. 2022); *J.R.B. v. J.L.B.*, 85 So. 3d 1167, 1168 (Fla. 4th DCA 2012).

"[D]istribution of surplus foreclosure proceeds is governed by a plain and unambiguous statutory procedure which clearly provides that the owner of record is entitled to the surplus proceeds. Where the legislature has provided such a process, courts are not free to deviate from that process absent express authority." *Pineda v. Wells Fargo Bank, N.A.*, 143 So. 3d 1008, 1011 (Fla. 3d DCA 2014). "Owner of record" is defined as the person who appears to be the owner of the property "subject to the foreclosure proceeding on the date of the filing of the lis pendens." § 45.032(a), Fla. Stat. (2022).

"There is established a rebuttable presumption that the owner of record of a property on the date of the filing of a lis pendens is the person entitled to surplus funds after payment of subordinate lienholders who have timely filed a claim." § 45.033(1), Fla. Stat. (2022); *see also Goetz v. AGB Tampa LLC*, 335 So. 3d 228, 231 (Fla. 2d DCA 2022). This presumption can be rebutted by an involuntary transfer or assignment, or a voluntary transfer or assignment. § 45.033(2), Fla. Stat. (2022). The grantee or assignee of a voluntary transfer or assignment can only rebut the presumption by proving that the transfer or assignment complied with the requirements of section 45.033(3), whereas "[a]n involuntary transfer or assignment may be as a result of inheritance" and need not comply with section 45.033(3). § 45.033(2)(b), Fla. Stat. (2022); *see also Suarez v. Edgehill*, 20 So. 3d 410, 411 (Fla. 3d DCA 2009) ("[A]n involuntary transfer could occur if the owner of record dies, so the right to receive the surplus passes to the heirs[.]").

Because entitlement to surplus funds depends upon heirship in a case where the owner of record dies, such as here, the disclaimer statutes necessarily inform the determination of who qualifies as an "heir." "A person may disclaim, in whole or in part, conditionally or unconditionally, any interest in or power over property . . . A disclaimer shall be

unconditional unless the disclaimant explicitly provides otherwise in the disclaimer.” § 739.104(1), Fla. Stat. (2022).

Section 739.104(3) sets forth the requirements for an effective disclaimer:

To be effective, a disclaimer must be in writing, declare the writing as a disclaimer, describe the interest or power disclaimed, and be signed by the person making the disclaimer and witnessed and acknowledged in the manner provided for deeds of real estate to be recorded in this state. In addition, for a disclaimer to be effective, an original of the disclaimer must be delivered or filed in the manner provided in s. 739.301.

§ 739.104(3), Fla. Stat. (2022); *see also Lee v. Lee*, 263 So. 3d 826, 827–28 (Fla. 3d DCA 2019).

The record reflects that Thomas, Edward, and Margaret each executed written disclaimers that complied with all of section 739.104(3)’s requirements. The disclaimers contained no reservation of rights or limiting language and expressly referenced the property. Further, none of the three siblings who disclaimed disputed their disclaimers’ compliance with section 739.104(3). Once prepared and delivered in accordance with sections 739.104 and 739.301, the three disclaimers became irrevocable by operation of law. *See* § 739.104(5), Fla. Stat. (2022).

The trial court erred in accepting AEG’s argument that the disclaimers were ineffective because the disclaimers were filed in the probate case and did “not comply with section 45.033(3).” No language in either section 45.032 or 45.033 would nullify an otherwise valid disclaimer executed under Chapter 739. Although section 45.033(3) imposes conditions precedent on the transfer or assignment of property, that statute relates only to “[a] voluntary transfer or assignment.” § 45.033(3). In the instant case, the transfers of entitlement to surplus funds from Decedent to his heirs fall under section 45.033(2), as they were “involuntary . . . as a result of inheritance[.]” § 45.033(2)(b), Fla. Stat (2022); *see also Suarez*, 20 So. 3d at 411. Unlike section 45.033(3) “voluntary transfer[s] or assignment[s],” there are no extra section 45.033 conditions applied to involuntary transfers by inheritance. Instead, the laws that ordinarily govern inheritance, including the laws governing disclaimers, apply to involuntary transfers by inheritance.

The valid disclaimers filed in probate eliminated the three siblings’

rights as potential inheritors of Decedent's interest in the property and therefore precluded any derivative claim to the surplus proceeds generated by the sale of that property. Permitting Thomas, Edward, and Margaret to claim the benefits of an unexpected surplus after having crossed their t's and dotted their i's in disclaiming all interest in the property would be inconsistent with both the language and purpose of the disclaimer statutes. The law does not permit a potential heir to disclaim a property interest to avoid a potential deficiency judgment and then claim entitlement to an unexpected surplus.

"Courts of equity have no power to overrule established law." *Pineda*, 143 So. 3d at 1011 (alteration omitted) (quoting *Orr v. Trask*, 464 So. 2d 131, 135 (Fla. 1985)). The trial court was not free to ignore these disclaimers, especially after taking judicial notice of them. Because the disclaimers were valid and irrevocable, Thomas, Edward, and Margaret were no longer entitled to inherit any interest in the property or its proceeds. The remaining surplus, therefore, should have been distributed solely to Appellant and Donna as the only non-disclaiming heirs of the owner of record.

Conclusion

The trial court erred in disregarding the valid and irrevocable disclaimers executed by Thomas, Edward, and Margaret and in awarding them, directly or through AEG, shares of the foreclosure surplus. The surplus should be redistributed to Appellant and Donna in accordance with the disclaimer statutes and the laws governing inheritance.

Reversed and remanded with instructions.

CIKLIN and CONNER, JJ., concur.

* * *

Not final until disposition of timely-filed motion for rehearing.