

**FAILURE OF A LENDER TO COMPLY WITH CONDITIONS  
PRECEDENT ABSENT PREJUDICE DOES NOT CONSTITUTE A  
DEFENSE TO AN OTHERWISE VALID NOTE**

Failure of a lender to comply with conditions precedent to initiating a foreclosure absent prejudice does not constitute a defense to an otherwise valid note. In *Caraccia v. U.S. Bank, N.A.*, Case No. 4D15-825 (Fla. 4<sup>th</sup> DCA February 24, 2016), Caraccia, the borrower, argued that U.S. Bank, the lender, failed to comply with conditions precedent, which required that the default notice be delivered to Caraccia's property address unless a different address was provided by Caraccia.

At trial, a witness testified that the United States Postal Service advised the lender that Caraccia no longer resided at the property address and provided U.S. Bank with a P.O. Box address, to which U.S. Bank then sent a default notice. Six days later, Caraccia sent a letter to the Bank, which listed Caraccia's return address as the P.O. Box to which the earlier acceleration letter had been sent. Accordingly, because the address used by U.S. Bank was a valid address for Caraccia and U.S. Bank reasonably relied upon the Postal Service, Caraccia was not prejudiced, and the Court affirmed the lower court's foreclosure judgment.