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| U.S. Bank N.A. v Forrest |
| 2019 NY Slip Op 30769(U) |
| March 11, 2019 |
| Supreme Court, Putnam County |
| Docket Number: 500141/2018 |
| Judge: Victor G. Grossman |
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To commence the 30 day statutory time period for appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties

**SUPREME COURT OF THE STATE of NEW YORK
COUNTY OF PUTNAM**

-----X
U.S. Bank National Association, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF1,

Plaintiff,

-against-

DECISION AND ORDER

Index No. 500141/2018
Seq. Nos. 1-2
Motion Date: 10/17/18

Laurence Forrest a/k/a Larry P. Forrest a/k/a Lawrence Forrest a/k/a Laurence P. Forrest a/k/a Laurence S.P. Forrest; Desiree Forrest; American Express Centurion Bank, "JOHN DOE", said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest in or lien upon the mortgaged premises,

Defendants.

-----X
GROSSMAN, J.S.C.

The following documents, numbered 1 to 39, were read on Plaintiff's Notice of Motion, dated August 17, 2018, seeking, inter alia, summary judgment and an order of reference, and Defendants Laurence Forrest and Desiree Forrest's Notice of Cross Motion, dated September 18, 2018, seeking an Order, granting them quiet title under RPAPL Article 15.¹

¹Counsel shall familiarize themselves with this Court's Part Rules, which can be found on the OCA website, as parts of this motion and the responsive papers fail to comply with those Rules, to the extent that Plaintiff shall designate exhibits by number, while Defendant shall designate exhibits by letter, and exhibit lettering or numbering shall not begin anew for

PAPERS

NUMBERED

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|---|-------|
| Notice of Motion/Affirmation in Support/Exhs. A-H/Affidavit in Support/Exhs. 1-14/Proposed Order/Affidavit of Service/Memorandum of Law | 1-28 |
| Notice of Cross Motion/Affirmation/Affidavit/Exhs. A-E | 29-36 |
| Reply Affirmation/Exh. A/Memorandum of Law | 37-39 |

Upon consideration of all of the foregoing, and for the following reasons, the motions are determined as follows:

On May 8, 2008, Bank of America, National Association as Successor by Merger to Lasalle Bank National Association, as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-backed Certificates, Series 2007-FF1 commenced a foreclosure action against Defendants Laurence Forrest and Desiree Forrest by filing a Summons, Complaint and Notice of Pendency against property known as 65 Scout Hill Road, Mahopac, New York 10541, also known as Section: 52.20, Block: 1, Lot: 10.² On July 22, 2009, Jay B. Hashmall was appointed Referee. On June 22, 2012, a second Notice of Pendency was filed (Notice of Motion, Exh. G).

On March 26, 2014, Bank of America moved for an Order, canceling the lis pendens, discharging the referee and discontinuing the action. In support of that motion, Plaintiff submitted a stipulation signed by Plaintiff’s counsel, Defendants’ counsel and the Referee (Notice of Motion, Exh. G). Defendants opposed the motion only to the extent that they should not be penalized for Plaintiff’s extensive delay in moving this Court to discontinue the action. Specifically, Defendants’ counsel signed the stipulation on September 4, 2012, and therefore, according to Defendants, the accruing interest should be tolled since Plaintiff inexplicably waited approximately 1.5 years before filing the instant motion. Defendants also noted that a prior stipulation of discontinuance had been

subsequent papers submitted by the same party. Any future motions that do not comply with this Court’s Part Rules may be rejected or dismissed.

²Putnam County Index No. 1184/2008.

signed on October 22, 2009, but it, too, was never submitted to the Court. Plaintiff did not respond to this claim (Notice of Motion, Exh. G).

On June 10, 2014, this Court granted Plaintiff's motion for a discontinuance. However, the Court did so with prejudice because it agreed that Plaintiff's delay in moving to discontinue the 2008 foreclosure action was unreasonable and unexcused. The Court granted nunc pro tunc Defendants' motion for an order tolling the accrual of the interest commencing from September 4, 2012 – the last date signed on the second stipulation (Notice of Motion, Exh. G at 2-3). The Court's Decision and Order was filed with the County Clerk on June 23, 2014 (Notice of Motion, Exh. G).

On March 31, 2009, the Note and Mortgage were assigned to U.S. Bank National Association, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF1 (Notice of Motion, Exh. A).

On February 19, 2018, Plaintiff U.S. Bank National Association, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF1 commenced the instant foreclosure action against Defendants. According to the Complaint, Plaintiff alleged that Defendants "have failed and neglected to comply with the conditions of said mortgage, bond or note by omitting and failing to pay the monthly payments of principal, interest, taxes, assessments, water rates, insurance premiums, escrow and/or other charges, and accordingly, the plaintiff has duly elected and does hereby elect to call due the entire amount presently secured by the mortgage described in paragraph 'FIFTH' hereof" (Notice of Motion, Exh. A, Complaint at ¶8).

Defendants interposed an Answer, raising twelve affirmative defenses, including, inter alia, statute of limitations, and two counterclaims, including, inter alia, a claim to quiet title (Notice of Motion, Exh. D). In response, Plaintiff generally denied the allegations in the two counterclaims, and raised seventeen affirmative defenses, including, inter alia, that the loan was not accelerated, and

that the borrowers reaffirmed the debt thereby resetting the statute of limitations (Notice of Motion, Exh. E).

On June 19, 2018, the parties stipulated to releasing the action from the foreclosure settlement conference part on consent (Notice of Motion, Exh. F).

On August 17, 2018, Plaintiff filed the instant motion for summary judgment and related relief. Defendants have cross moved for summary judgment, seeking dismissal of the matter and granting them quiet title under RPAPL Article 15, on the grounds that the action is barred by the statute of limitations because more than six (6) years have passed since the acceleration of the mortgage debt by the commencement of the now-discontinued 2008 foreclosure action.

It is well-settled that in order to succeed in its motion for summary judgment in a mortgage foreclosure action, a plaintiff must establish a prima facie case of entitlement through the submission of proof of the existence of the underlying note, mortgage and default in payment after due demand. Wells Fargo Bank, N.A. v. Osias, 156 A.D.3d 942 (2d Dept. 2017); Witelson v. Jamaica Estates Holding Corp. I, 40 A.D.3d 284 (1st Dept. 2007); Marculescu v. Ovanez, 27 A.D.3d 701 (2d Dept. 2006). “Upon such a showing, the burden shifts to the defendant to produce evidence in admissible form sufficient to raise a material issue of fact requiring a trial.” HSBC Bank USA v. Ortega, 42 Misc.3d 1228(A) (Sup. Ct. [Queens] February 24, 2014).

Here, the complaint sufficiently sets forth a valid cause of action in foreclosure. Furthermore, based upon the proof before this Court, Plaintiff has established proper service of the Summons and Complaint, in accordance with CPLR §308. Moreover, the Mortgage and Note signed by Defendants are annexed to the submissions, and the default in payment is established. However, Plaintiff must also establish that it has standing to proceed in this action.

“Standing requires an inquiry into whether a litigant has an interest in the lawsuit that the law will recognize as a sufficient predicate for determining the issue at the litigant’s request.” Bank of

New York v. Silverberg, 86 A.D.3d 274, 279 (2d Dept. 2011) (internal quotation marks and citations omitted). “Where, as here, the issue of standing is raised by a defendant, a plaintiff must prove its standing in order to be entitled to relief.” Bank of New York v. Silverberg, *supra*. “In a mortgage foreclosure action, a plaintiff has standing where it is both the holder or assignee of the subject mortgage and the holder or assignee of the underlying note at the time the action is commenced.” *Id.* “Holder status is established where the plaintiff possesses a note that, on its face or by allonge, contains an indorsement in blank or bears a special indorsement payable to the order of the plaintiff.” Wells Fargo Bank, NA v. Ostiguy, 127 A.D.3d 1375, 1376 (3d Dept. 2015); *see also* U.S. Bank N.A. v. Brody, 156 A.D.3d 839, 840 (2d Dept. 2017).

“As a general matter, once a promissory note is tendered to and accepted by an assignee, the mortgage passes as an incident to the note.” Bank of New York v. Silverberg, *supra* at 280. “By contrast, a transfer of the mortgage without the debt is a nullity, and no interest is acquired by it.” *Id.* (internal quotation marks and citations omitted). “A mortgage is merely security for a debt or other obligation and cannot exist independently of the debt or obligation,” and therefore, “the foreclosure of a mortgage cannot be pursued by one who has no demonstrated right to the debt.” *Id.* (internal quotation marks and citations omitted). “[A]n assignment of a note and mortgage need not be in writing and can be effectuated by physical delivery,” and “no special form or language is necessary to effect an assignment as long as the language shows the intention of the owner of a right to transfer it.” *Id.* at 280-81 (internal quotation marks and citations omitted); *see also* U. S. Bank Nat. Ass’n v. Akande, 136 A.D.3d 887, 889 (2d Dept. 2016). Finally, a plaintiff can establish prima facie that it was in physical possession of the note, which contains an endorsement in blank, by annexing it to the complaint at the time the action was commenced. Bank of America, National Association v. Wheatley, 158 A.D.3d 736 (2d Dept. 2018); JPMorgan Chase Bank, Nat. Ass’n v. Weinberger, 142 A.D.3d 643 (2d Dept. 2016).

Here, Plaintiff established prima facie that it had standing to prosecute this action by demonstrating that it was in physical possession of the Note, which was endorsed in blank, at the time the action was commenced by annexing it to the Complaint. In opposition, Defendants failed to raise a triable issue of fact.

However, Plaintiff failed to establish a prima facie case that it complied with RPAPL §1304. RPAPL §1304 provides that at least 90 days before a lender commences an action to foreclose on a mortgage, notice must be provided to the borrower that the loan is in default and that his or her home is at risk. The lender is required to send this notice “by registered or certified mail and also by first-class mail.” See RPAPL §1304. “[P]roper service of RPAPL notice on the borrower or borrowers is a condition precedent to the commencement of a foreclosure action, and the plaintiff has the burden of establishing satisfaction of this condition.” Aurora Loan Servs., LLC v. Weisblum, 85 A.D.3d 95, 103 (2d Dept. 2011). And where the complaint alleges compliance with RPAPL §1304, a plaintiff, in moving for summary judgment, must tender sufficient evidence to demonstrate the absence of any material issues related to its strict compliance with RPAPL §1304, regardless of the opposing papers. See Aurora Loan Servs., LLC v. Weisblum, *supra* at 106.

Plaintiff has failed to establish a prima facie case that it strictly complied with RPAPL §1304. U.S. Bank National Association v. Henry, 157 A.D.3d 839 (2d Dept. 2018). According to Plaintiff’s papers, the 90-day notice was sent to Defendants on November 3, 2017 (Maynes Affidavit at ¶17). In support, Plaintiff has proffered the Affidavit of Daniel Maynes, officer of Select Portfolio Servicing, Inc. (“SPS”). However, he only summarily states that the mailing was done, and references certified mailing numbers and a Contact History Report (Maynes Affidavit at ¶¶17, 20; Exhs. 10, 13). There is no proof of any first class mailing. In addition, the Court finds that the

referenced Contact History Report is mostly redacted with the entries in a specific code, preventing the Court from being able to confirm it reflects the same letters purportedly mailed here. The only other proof provided are copies of the claimed letters sent via first class and certified mail, but there are no receipts from the post office, and no affidavits of mailing. See Wells Fargo Bank, NA v. Burke, 125 A.D.3d 765 (2d Dept. 2015)(plaintiff failed to submit affidavit of service evincing that it properly served defendants pursuant to RPAPL §1304); Kearney v. Kearney, 42 Misc.3d 360, 372-73 (Sup.Ct. [Monroe] 2013), citing Deutsche Bank Natl.Trust Co. v. Spanos, 102 A.D.3d 909 (2d Dept. 2013)(where there is no affidavit of service, lender not entitled to dismiss the affirmative defense of non-compliance with RPAPL §1304); Aurora Loan Servs., LLC v. Weisblum, *supra* at 106; see also JP Morgan Chase Bank, N.A. v. Leto, 46 Misc.3d 1229(A) (Sup. Ct. [Queens] March 19, 2015) (plaintiff's failure to make a *prima facie* showing of absence of material issues as to its compliance with RPAPL §1304 requires denial of summary judgment, regardless of sufficiency of opposition papers).

In addition, Maynes "did not aver that he was familiar with the plaintiff's mailing practices and procedures, and therefore did not establish proof of a standard office practice and procedure designed to ensure that items are properly addressed and mailed." Bank of America, National Association v. Wheatley, 158 A.D.3d 736 (2d Dept. 2018); see Citibank, N.A. v. Wood, 150 A.D.3d 813, 814 (2d Dept. 2017). Maynes did not attest to his personal knowledge of the procedure (see Wells Fargo Bank, NA v. Mandrin, 160 A.D.3d 1014, 1016 [2d Dept. 2018]); rather, he summarily stated that the mailings were done, and that the entries in the "Contact History Report are made at or near the time of the event stated herein, by or from information transmitted by a person with personal knowledge. The entries are only made upon the completion of the task" (Maynes Affidavit

at ¶20). *Id.* (“The unsubstantiated and conclusory statement of vice president of plaintiff that a 90-day pre-foreclosure notice ‘was forwarded by regular and certified mail’ to [defendant] ‘in full compliance with all the requirements of RPAPL §1304’ was insufficient to establish that the notice was actually mailed to [defendant] by first-class and certified mail.”). And the 5-digit alphanumeric identifier printed on the bottom of each letter appears to correspond to entries on the Contact History Report, but he provides no explanation about how those numbers are generated and are assigned to each document.

Finally, Plaintiff’s proof of filing with the NYS Banking Department is insufficient proof of the required mailing. See *Kearney v. Kearney*, *supra* at 372 (proof of filing document “is simply evidence that the lender told the Banking Department that it mailed something to the borrower on the dates in question”; court will not consider this evidence of compliance with RPAPL §1304, and document as proffered does not create a presumption of mailing of notices under statute). As such, Plaintiff has failed to establish its prima facie compliance with RPAPL §1304.

As to the 30-day default letter, Section 15 of the Mortgage states in relevant part that “[a]ll notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means” (Notice of Motion, Exh. A, Mortgage at ¶15). Courts have held that compliance with notice of default provisions in a mortgage agreement is a condition precedent to the commencement of a foreclosure action. *Wells Fargo Bank, N.A. v. Eisler*, 118 A.D.3d 982, 983 (2d Dept. 2014); *HSBC Mortg. Corp. (USA) v. Gerber*, 100 A.D.3d 966 (2d Dept. 2012); *Norwest Bank Minn. v. Sabloff*, 297 A.D.2d 722 (2d Dept. 2002). However, for the same reasons above, the Court cannot rely on

Maynes' Affidavit to establish that Plaintiff established a prima facie case that it complied with the Mortgage Agreement by mailing the 30-day Demand Letter to Defendant.

Turning to Defendants' cross motion, the counterclaim to cancel and discharge the mortgage and note is governed by RPAPL §1501(4), which "provides that a person with an estate or interest in real property subject to an encumbrance may maintain an action to secure the cancellation and discharge of the encumbrance, and to adjudge the estate or interest free of it, if the applicable statute of limitations for commencing a foreclosure action has expired." Milone v. U.S. Bank N.A., 164 A.D.3d 145, 151 (2d Dept. 2018). "[A]n action to foreclose a mortgage may be brought to recover unpaid sums which were due within the six-year period immediately preceding the commencement of the action (see CPLR 213[4]). With respect to a mortgage payable in installments, separate causes of action accrued for each installment that is not paid, and the statute of limitations begins to run, on the date each installment becomes due." Wells Fargo Bank, N.A. v. Burke, 94 A.D.3d 980, 982 (2d Dept. 2012) (citations omitted). But, "even if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the Statute of Limitations begins to run on the entire debt." Id., quoting EMC Mtge. Corp. v. Patella, 279 A.D.2d 604, 605 (2d Dept. 2001); U.S. Bank National Association v. Sopp, __ A.D.3d __, 2019 WL 1051216 (2d Dept. March 6, 2019). Furthermore, once a mortgage debt is accelerated, a borrowers' right and obligation to make monthly installments cease, and all sums become immediately due and payable. Federal Natl. Mtge. Assn v. Mebane, 208 A.D.2d 892, 894 (2d Dept. 1994). The issue of whether acceleration has occurred – whether through the commencement of a foreclosure action or by other type of a notice – may be a question of fact. Wells Fargo Bank, N.A. v. Burke, supra at 982-83. "Notice to the borrower to accelerate the entire amount of the mortgage debt must be 'clear and unequivocal.'"

Nationstar Mtge., LLC v. MacPherson, 56 Misc.3d 339, 347 (Sup. Ct. [Suffolk] 2017), quoting Sarva v. Chakravorty, 34 A.D.3d 438, 439 (2d Dept. 2006). “Moreover, while a lender may revoke its election to accelerate the mortgage,” there must be an “affirmative act of revocation * * * during the six-year limitations period subsequent to the initiation of the prior action.” U.S. Bank N.A. v. Barnett, 151 A.D.3d 791 (2d Dept. 2017); see also U.S. Bank N.A. v. Ahmed, 60 Misc.3d 1217(A) (Sup. Ct. [Suffolk] July 23, 2018). Finally, “[d]etermining precisely when a mortgage is accelerated is therefore a key aspect in any action or proceeding commenced pursuant to RPAPL 1501(4).” Milone v. U.S. Bank N.A., *supra* at 151-152.

Here, the debt appears to have been accelerated on May 8, 2008 – the date the first action was commenced (Notice of Cross Motion, Exh. C). Thus, the six years would have expired on May 8, 2014. During the pendency of that action, Defendants filed for bankruptcy on February 24, 2010, and were discharged on May 25, 2010 – 90 days later (Notice of Motion, Exh. H). This bankruptcy action tolled the statute of limitations by 90 days, thereby extending the expiration date to August 8, 2014. See Lubonty v. U.S. Bank N.A., 159 A.D.3d 962, 964 (2d Dept.), *lv. to appeal granted* 32 N.Y.3d 903 (2018); see also Mercury Capital Corp. v. Shepherds Beach, 281 A.D.2d 604, 605 (2d Dept. 2001). Pursuant to the parties’ stipulation of discontinuance, the Court dismissed the action, but did so with prejudice on June 10, 2014, for reasons stated in that Order. That Decision and Order was entered in the County Clerk’s office on June 23, 2014, and is silent as to any deceleration. See EMC Mortgage Corp. v. Patella, *supra* at 606 (court’s dismissal of prior foreclosure action did not constitute affirmative act by lender revoking its election to accelerate, and record is barren of any affirmative act of revocation occurring during the six-year statute of limitations period subsequent to the initiation of the prior action). The current action was commenced on February 19, 2018 –

approximately 3 years and 6 months after the August 8, 2014 expiration of the statute of limitations. Therefore, Defendants have met their burden of demonstrating, prima facie, that the action is untimely. See Deutsche Bank Trust Company Americas v. Smith, __ A.D.3d __, 2019 WL 1051874 (2d Dept. March 6, 2019); U.S. Bank N.A. v. Joseph, 159 A.D.3d 968, 970 (2d Dept. 2018).

In response, Plaintiff notes that the parties mutually agreed to discontinue the prior action, with Defendants' counsel signing the stipulation of discontinuance on September 4, 2012 (Notice of Motion, Exh. G). According to this Court's 2014 Decision and Order, this stipulation was signed by Plaintiff's counsel, Defendants' counsel and the referee (Notice of Motion, Exh. G at 2). Generally, where the parties mutually agree to the discontinuance of an action, it is as if the matter had never begun. See Yonkers Fur Dressing Co. v. Royal Ins. Co., 247 N.Y. 435, 444 (1928). However, in this case, the stipulation "did not, by itself, constitute an affirmative act to revoke [Plaintiff's] election to accelerate, since the stipulation was silent on the issue of the election to accelerate, and did not otherwise indicate that the plaintiff would accept installment payments from" Defendants. Bank of New York Mellon v. Craig, __ A.D.3d __, 2019 WL 454453 (2d Dept. February 6, 2019); Freedom Mtge. Corp. v. Engel, 163 A.D.3d 631, 633 (2d Dept. 2018). Stated another way, "[i]t cannot be said that a dismissal by the court constituted an affirmative act by the lender to revoke its election to accelerate." Deutsche Bank Natl. Trust Co. Ams. v. Bernal, 56 Misc.3d 915, 921 (Supt. Ct. [Westchester] 2017), quoting Federal Natl. Mtge. Assn. v. Mebane, 208 A.D.2d 892 (2d Dept. 1994); see also Kashipour v. Wilmington Sav. Fund Socy., FSB, 144 A.D.3d 985, 987 (2d Dept. 2016). Furthermore, there is nothing before this Court reflecting notice to Defendants of Plaintiff's intent to revoke the acceleration. Accordingly, the dismissal of the prior action, even pursuant to a stipulation signed by all parties, under the facts of this case, where the

stipulation is silent as to deceleration, did not act as a revocation of the acceleration of the loan. Therefore, Plaintiff failed to raise a triable issue of fact as to whether the action is barred by the statute of limitations. See U.S. Bank N.A. v. Crockett, 55 Misc.3d 1222(A) (Sup.Ct. [Kings] June 5, 2017) (voluntary discontinuance of foreclosure action did not constitute revocation of acceleration of mortgage debt); see also BSD 265, LLC v. HSBC Bank USA, N.A., 2017 N.Y. Slip. Op. 31373(U), 2017 WL 2778454 (Sup.Ct. [Kings] June 27, 2017) (mere discontinuance of foreclosure action, standing alone and without further proof expressing lender's intent, does not constitute an affirmative act revoking the acceleration).

To the extent Plaintiff attempts to assert that the statute of limitations was reset by its possession of the property since July 2014, the Court is unpersuaded. First, Defendants have standing to maintain an equitable title claim as they have actual or constructive possession of the property by virtue of being the deeded owners (Notice of Cross Motion, Exh. A); see generally Deramo v. Laffey, 149 A.D.3d 800 (2d Dept. 2017); Acocella v. Wells Fargo Bank, N.A., 139 A.D.3d 647 (2d Dept. 2016); Herter v. Helmsley-Spear, Inc., 149 F.Supp. 713 (S.D.N.Y. 1957). And second, the cases cited by Plaintiff stand for more than just a cursory possession of the subject property. Here, by placing a lock box on the vacant house, tending to the yard, winterizing the property, and removing snow, for less than a year (Maynes Affidavit at ¶22), Plaintiff was merely protecting its security on the Note, which is not the sort of possession contemplated in the cases cited by Plaintiff where the mortgagee was residing in the subject property, or renting it out, or making improvements to it for an extended period of time. cf. LaPlaca v. Schell, 68 A.D.3d 1478 (3d Dept. 2009) (plaintiff demonstrated consistent possession of one-half of premises through his actual occupancy for several years, the time he spent making improvements, his use for storage related to

his business, and by renting it to others); 839 Cliffside Avenue LLC v. Deutsche Bank National Trust Company for First Franklin Mortgage Loan Trust 2006-FF3 Mortgage Pass-Through Certificates, Series 2006-FF3, 2018 WL 4608198 (E.D.N.Y. September 25, 2018) (question of fact precluding summary judgment regarding defendant’s status as “mortgagee in possession” where it had access to property to exclusion of homeowner and all others for a few years).

In light of the above, it is hereby

ORDERED that Defendants’ cross motion for summary judgment is granted, the subject mortgage is deemed invalid and shall be cancelled; and it is further

ORDERED that the Complaint is dismissed; and it is further

ORDERED that Plaintiff’s motion is denied as moot; and it is further

ORDERED that any arguments and relief not directly addressed herein are denied; and it is further

ORDERED that upon presentation of a copy of this Decision and Order, with notice of entry, accompanied by a proper form of judgment, the Putnam County Clerk is hereby directed, upon the payment of proper fees, if any, to cancel the subject mortgage and to cancel and discharge a certain Lis Pendens filed in this action on February 19, 2018, against property known as 65 Scout Hill Road, Mahopac, New York 10541, also known as Section: 52.20, Block: 1, Lot: 10, as said Clerk is hereby directed to enter upon the margin of the record of same Notice of Cancellation referring to this Order.

The foregoing constitutes the Decision and Order of this Court.

Dated: Carmel, New York
March 11, 2019


HON. VICTOR G. GROSSMAN, J.S.C.

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