

**Ally Bank v Grant**

2026 NY Slip Op 30324(U)

January 8, 2026

Supreme Court, Kings County

Docket Number: Index No. 501607/2019

Judge: Derefim B. Neckles

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This opinion is uncorrected and not selected for official publication.

At an IAS Term, Part FSMP of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, 11201 on the day of October, 2025.

*January 8, 2026*

P R E S E N T:

HON. DEREKIM B. NECKLES,  
~~Acting~~ Justice.

Index No.: 501607/2019

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ALLY BANK,

Plaintiff,

**DECISION AND ORDER**

*-against-*

TAWANA GRANT A/K/A TAWANA L. GRANT  
NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD MRC RECEIVABLES  
CORP. "JOHN DOE #1" to "JOHN DOE #10," the  
last 10 names being fictitious and unknown to  
plaintiff, the persons or parties intended being the  
persons or parties, if any, having or claiming an  
interest in or lien upon the mortgaged premises  
described in the complaint,

Defendant,  
\_\_\_\_\_ X

Recitation, as required by CPLR §2219 (a), of the papers considered in the review of this Motion:

<b>Papers</b>	<b>NYSCEF Doc Nos</b>
Motion (MS 1)	<u>22, 25, 26, 37</u>
Opposition	<u>41, 42</u>
Reply	<u>52</u>

Upon the foregoing papers in this action to foreclose a mortgage encumbering the property ("Property") at 553 East 93rd Street, in Brooklyn, plaintiff moves (under mot. seq. 1), for an order, granting plaintiff summary judgment on its complaint, striking the answer interposed by defendant Tawana Grant a/k/a Tawana L. Grant and dismissing the

affirmative defenses asserted therein; awarding plaintiff default judgment against the remaining defendants; appointing a referee to compute the sum due and owing to plaintiff; amending the caption; and for any such other and further relief as the court may deem just and proper.

### *Background*

Plaintiff commenced this action on January 23, 2019 by filing a summons, complaint, and notice of pendency. Mandatory foreclosure settlement conferences were held in this action, and as the case was not settled, plaintiff was directed to proceed with its action. Plaintiff is now moving for summary judgment and defendant is opposing.

In opposition to plaintiff's motion, defendant alleges that plaintiff has no standing to maintain this action. Defendant claims that the mortgage assigned to plaintiff was satisfied prior to the assignment as it was paid off by her father sometime in October of 2010.

In reply, plaintiff argues that on February 6, 2018, the Honorable Noach Dear issued an order to remove, cancel and expunge from the county records, the erroneous satisfaction of mortgage, dated October 12, 2010. As such, plaintiff contends that at the time of commencement of this action, the satisfaction of mortgage, which is the only basis for defendant's opposition, was as a matter of record, removed, cancelled and expunged as erroneous.

### *Discussion*

"To establish a prima facie case in an action to foreclose a mortgage, a plaintiff must produce 'the mortgage, the unpaid note, and evidence of default'" (*Flagstar Bank,*

*FSB v. Mendoza*, 139 A.D.3d 898, 899, 32 N.Y.S.3d 278, quoting *Emigrant Mtge. Co., Inc. v. Beckerman*, 105 A.D.3d 895, 895, 964 N.Y.S.2d 548). Here, plaintiff fails to do so, offering no admissible evidence of default. Though it appends ledger entries reflecting that it has outlaid funds for escrows, nothing contemporaneous to the alleged default has been proffered so as to show that payments were due and unpaid, which is particularly important here as defendant claims that her father paid off the loan in its entirety several years prior. Thus, summary judgment in favor of the plaintiff is denied.

"A plaintiff establishes its standing in a mortgage foreclosure action by demonstrating that 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" (*Bank of America, NA v Paulsen*, 125 AD3d 909, 910 [2d Dept 2015]). "Either a written assignment of the underlying note or the physical delivery of the note prior to the commencement of the foreclosure action is sufficient to transfer the obligation, and the mortgage passes with the debt as an inseparable incident" (*US Bank, NA v Collymore*, 68 AD3d 752, 754 [2d Dept 2009] [citations omitted]). Here, plaintiff attached a copy of the note, endorsed to its predecessor by merger, to the complaint demonstrating that it has standing (*Deutsche Bank v Logan*, 146 AD3d 861, 862-863 [2d Dept 2017]; *Nationstar Mtge., LLC v. Catizone*, 127 AD3d 1151, 1152 [2d Dept 2015]).

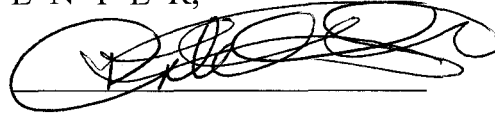
Finally, by failing to address her remaining affirmative defenses, defendant is deemed to have abandoned them (*Wells Fargo Bank, N.A. v. Carrington*, 221 A.D.3d 746, 749, 199 N.Y.S.3d 169, 173 (2023)).

Accordingly, it is

**ORDERED** that plaintiff's motion (mot. seq. one) is granted to the extent that defendant's affirmative defenses are stricken and Eseti Reid, Mr. Taylor, and Adassa Emery are substituted in place of the Doe defendants.

This constitutes the decision and order of the court.

E N T E R,



HON. DEREKIM B. NECKLES

~~A.~~ J. S. C.

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