

Federal Natl. Mtge. Assn. ("Fannie Mae") v Stevens
2026 NY Slip Op 30356(U)
January 8, 2026
Supreme Court, Kings County
Docket Number: Index No. 513365/2018
Judge: Cenceria P. Edwards
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At an IAS Term, Part FRP-1 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at Civic Center, Brooklyn, New York, on the 8th day of January, 2026.

P R E S E N T:

HON. CENCERIA P. EDWARDS,

Justice.

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FEDERAL NATIONAL MORTGAGE ASSOCIATION (“FANNIE MAE”), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA,

Plaintiff,

- against -

Index No. 513365/2018

KENNETH STEVENS A/K/A KENNETH J. STEVENS; NEW YORK STATE AFFORDABLE HOUSING CORPORATION; CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD; CITY OF NEW YORK PARKING VIOLATIONS BUREAU; CITY OF NEW YORK TRANSIT ADJUDICATION BUREAU, “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 or lien upon the mortgaged premises,

Defendants.

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The following e-filed papers read herein:

NYSCEF Doc Nos.

Notice of Motion/Order to Show Cause/Cross Motion and Affidavits (Affirmations) _____	<u>42, 46-57</u>
Opposing Affidavits (Affirmations) _____	<u>62-79</u>
Reply Affidavits (Affirmations) _____	<u>80-84</u>

Upon the foregoing papers in this action to foreclose a mortgage on the residential property at 1305 East 98th Street in Brooklyn (Block 8244, Lot 32) (Property), plaintiff Federal National Mortgage Association (“Fannie Mae”), a corporation organized and

existing under the laws of the United States of America (Plaintiff or Fannie Mae) moves (in motion sequence [mot. seq.] one) for an order: (1) granting it summary judgment against defendant Kenneth Stevens a/k/a Kenneth J. Stevens (Defendant or Stevens), pursuant to CPLR 3212; (2) granting it a default judgment against the non-appearing and non-answering defendants; (3) appointing a referee to compute the amount due and owing, pursuant to RPAPL § 1321; and (4) amending the caption to substitute “U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSF11 Master Participation Trust” in place of Fannie Mae as Plaintiff (NYSCEF Doc No. 42).

Background

On June 28, 2018, Fannie Mae commenced this action to foreclose a consolidated mortgage by filing a summons, an unverified complaint and a notice of pendency against the Property (NYSCEF Doc Nos. 1-3). The complaint vaguely alleges that “[h]eretofore” Stevens “for the purpose of securing to The Chase Manhattan Bank, its successors and assigns, the sum of \$161,000.00, duly made a certain bond, note, consolidation, extension, modification, recasting, or assumption agreement, as the case may be . . . a copy of which is attached hereto . . .” (NYSCEF Doc No. 2 at ¶ 4). The complaint alleges that “[a]s security for the payment of said indebtedness, a consolidation, extension and/or modification agreement [CEMA] was executed, acknowledged and delivered to The Chase Manhattan Bank . . .” which “consolidated the mortgage(s) referred to in Schedule ‘D’ hereof to form a single first mortgage lien in the sum of \$161,000.00” (*id.* at ¶ 5).

Schedule D to the complaint asserts that “[t]he instrument being foreclosed herein is a C[EMA] dated August 10, 2001, executed by Kenneth J. Stevens, as Mortgagor(s) to The Chase Manhattan Bank, as Mortgagee, to secure the sum of \$161,000.00, and recorded in the Kings County Office of the City Register on October 2, 2001 . . .” which consolidated: (1) a December 30, 1997, purchase money mortgage in the principal amount of \$160,100.00 executed by Stevens in favor of Ameritrust National Mortgage Bankers, Inc. (Ameritrust), and (2) an August 10, 2001, mortgage in the principal amount of \$5,836.37 executed by Stevens in favor of The Chase Manhattan Bank (*id.* at 11).

Schedule D includes copies of: (1) Stevens’ December 30, 1997, deed to the Property (*id.* at 12-14); (2) the December 30, 1997, promissory for \$160,100.00 in favor of Ameritrust with: (a) an endorsement executed by David Bakhshi, President of Ameritrust, to the order of “Chase Manhattan Mortgage Corporation” on the bottom of the second page, (b) an endorsement executed by Tonya Petrides, an “AUTHORIZED OFFICER” of an *unidentified* company to the order of “Chase Manhattan Mortgage” on the back of the second page, and (c) an endorsement executed by Michelle Viola, “ASST. SECRETARY” of an *unidentified* company to the order of “Chase Manhattan Mortgage Corporation” with a “VOID” stamp on the back of the second page (*id.* at 15-17); (3) a separate page with a “NOTE ALLONGE” referencing the 1997 note and containing an endorsement executed by Fransiska Somadi, Loan Administration Assistant Vice President of “JP Morgan Chase Bank, NA f/k/a JP Morgan Chase Bank f/k/a The Chase Manhattan Bank, by *Seterus, Inc.* *its Attorney in Fact*” to the order of “JP Morgan Chase Bank, NA successor by merger to

Chase Home Finance LLC” (*id.* at 18 [emphasis added]); (4) another page with a “NOTE ALLONGE” referencing the 1997 note with an endorsement executed by Terri Harland, Loan Administration Assistant Vice President of “JP Morgan Chase Bank, NA successor by merger to Chase Home Finance LLC, *by Seterus, Inc. its Attorney in Fact*”¹ to the order of Fannie Mae (*id.* at 19); (5) a third page with a “NOTE ALLONGE” referencing the 1997 note with a blank endorsement executed by Susan Teague, Loan Administration Assistant Vice President of Fannie Mae “*by Seterus, Inc. its Attorney in Fact*” (*id.* at 20); (6) the December 30, 1997, mortgage in favor of Ameritrust (*id.* at 21-29); (7) a December 30, 1997, Assignment of Mortgage by which David Bakhshi of Ameritrust assigned the 1997 mortgage “TOGETHER with [the] bond or note or obligation described in said mortgage . . .” to Chase Manhattan Mortgage Corporation (*id.* at 30-31); (8) a July 30, 2001, “Assignment of Mortgage or Deed of Trust” by which Tonya Petrides, as “Authorized Officer” of Chase Manhattan Mortgage Corporation assigned the 1997 mortgage “[t]ogether with the note or obligation described in said mortgage . . .” to The Chase Manhattan Bank (*id.* at 33);² (9) the August 10, 2001, note for \$5,836.37 executed by Stevens in favor of The Chase Manhattan Bank, which has two allonges endorsing it to the order of “Chase Manhattan Mortgage Corporation” both of which are executed by Debbie

¹ The record does not include a power of attorney or any other documentation reflecting Seterus, Inc.’s authority to endorse the 1997 note on behalf of JP Morgan Chase Bank, NA.

² Notably, Tonya Petrides also executed the undated endorsement on the back of the 1997 promissory note as an “AUTHORIZED OFFICER” of an *unidentified* company to the order of Chase Manhattan Mortgage.

Stevenson, Assistant Secretary of The Chase Manhattan Bank (*id.* at 34-36); (10) the August 10, 2001, mortgage in favor of The Chase Manhattan Bank (*id.* at 38-59); (11) the August 10, 2001, CEMA in favor of The Chase Manhattan Bank (*id.* at 61-68); (12) a May 6, 2015, “CORRECTIVE ASSIGNMENT OF MORTGAGE” by which the 2001 CEMA was assigned from JP Morgan Chase Bank, NA f/k/a JP Morgan Chase Bank f/k/a The Chase Manhattan Bank to Chase Home Finance LLC (*id.* at 70-71); and (13) an October 12, 2016, “Assignment of Mortgage” by which “JPMorgan Chase Bank, N.A., sbmt Chase Home Finance LLC” assigned only the 1997 mortgage to Fannie Mae (*id.* at 74)

Stevens allegedly “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 . . .” which were due on July 1, 2012 (*id.* at ¶ 8 and Schedule C at 10).

On or about December 27, 2018, Defendant Stevens answered the complaint with a general denial and asserted affirmative defenses, including lack of standing, the statute of limitations, failure to comply with RPAPL § 1303 and for attorneys’ fees, pursuant to RPL § 282 (NYSCEF Doc No. 32). Stevens’ verified answer further asserts under the heading “Other Defenses and Counterclaims” that:

“1. Pursuant to the N.Y. Uniform Commercial Code, I hereby dispute the validity of the signatures of David Bakhshi, Tonya Petrides, Michelle Vida, Fransiska Somadi, Terri Harland, Susan Teague and Debbie Stevenson on the purported endorsements to my promissory notes. I also dispute the authority of each of the aforesaid individuals to endorse or transfer the said promissory notes.

“2. Pursuant to N.Y. Real Property Actions and Proceedings Law, Article 15, I hereby assert a counterclaim against Plaintiff and its purported predecessors in interest for discharge and cancellation of the mortgage that it the subject of this action on the grounds that the said mortgage was accelerated more than six (6) years before commencement of this action and it was not de-accelerated within six years of acceleration, which occurred in 2008” (*id.* at 3-4).

The remaining defendants failed to answer or otherwise respond to the complaint.

On February 4, 2019, Fannie Mae e-filed its reply to Stevens’ counterclaims and denied the allegations therein (NYSCEF Doc No. 25).

Plaintiff’s Summary Judgment Motion

On August 24, 2021, Plaintiff moved for summary judgment against Stevens, an order of reference, a default judgment against the non-appearing defendants and to substitute “U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSF11 Master Participation Trust” (US Bank Trust), Fannie Mae’s alleged assignee, in place of Fannie Mae as Plaintiff (NYSCEF Doc Nos. 42 and 47 at ¶ 7).

Plaintiff’s counsel submits an affirmation asserting that “[a]fter this action commenced, the CEMA was subsequently transferred by Plaintiff to U.S. Bank Trust . . . and said transfer was memorialized by an Assignment of Mortgage executed on March 4, 2019. . .” (NYSCEF Doc No. 47 at ¶ 7). However, the March 4, 2019, Assignment of Mortgage in the record was executed on behalf of Fannie Mae by Nationwide Title Clearing, Inc. (NTC), Fannie Mae’s purported “Attorney-in-Fact” pursuant to a “POA RECORDED: 06/20/2017 INSTR: 2017000227095,” which was not included in the record

(NYSCEF Doc No. 50). Furthermore, the Assignment of Mortgage reflects that NTC only assigned the December 13, 1997, mortgage executed by Stevens in favor of Ameritrust in the amount of \$160,100.00 (without the note secured thereby) to US Bank Trust and erroneously states that the 1997 mortgage “has not been consolidated, extended or modified . . .” (*id.*). Thus, contrary to Plaintiff’s counsel’s assertion, there is no evidence in the record that the 2001 CEMA – which this action seeks to foreclose – and the underlying promissory notes secured thereby, were ever assigned to US Bank Trust. Consequently, that branch of Plaintiff’s motion seeking to amend the caption to substitute US Bank Trust in place of Fannie Mae as Plaintiff is denied.

Plaintiff’s motion is also supported by an “Affidavit In Support Of Merit And Amounts Due” from Priscilla Serrato (Serrato), Assistant Secretary of Fay Servicing, LLC (Fay Servicing), which Serrato erroneously describes as “the mortgage loan servicing agent and attorney-in-fact of *the Plaintiff*, U.S. Bank Trust . . .” pursuant to a March 11, 2021, Limited Power of Attorney (POA) (NYSCEF Doc Nos. 48 at ¶ 1 [emphasis added] and 54). Serrato, like Plaintiff’s counsel, erroneously attests that US Bank Trust “is the mortgagee of a consolidated and/or modified Mortgage dated August 10, 2001, executed by Kenneth J. Stevens, as Mortgagor(s) to The Chase Manhattan Bank, as Mortgagee . . .” and that the 2001 CEMA was transferred to US Bank by a March 4, 2019, assignment (*id.* at ¶ 3). Serrato’s affidavit testimony is belied by the March 4, 2019, Assignment of Mortgage in the record, which reflects that *only the 1997 mortgage* was assigned to the US Bank Trust (NYSCEF Doc No. 50).

Notably, the March 11, 2021, POA from US Bank Trust to Fay Servicing provides that the POA relates to certain loans and property referenced in Schedule A to the POA:

“[t]his Limited Power of Attorney is being issued in connection with Servicer’s responsibilities to administer, service and/or manage *certain mortgage loans* (the ‘Loans’) and *certain real estate owned property* (‘REO Property’), in each case, held by the Trustee. The Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the ‘Security Instruments’) encumbering any and all real and personal property delineated therein (the ‘Property’) and the Notes secured thereby. *Please refer to Schedule A attached hereto*” (NYSCEF Doc No. 54 at 1 [emphasis added]).

However, Schedule A to the POA merely contains a chart identifying various US Bank Trusts, including the “LSF11 Master Participation Trust” (*id.* at 5) and fails to identify the 2001 CEMA, or any of the mortgage loans serviced and/or managed by Fay Servicing. Additionally, while the POA states that Fay Servicing is only authorized to perform the tasks listed therein if it is “required or permitted under the terms of any of the related servicing, management, servicing and oversight or any similar agreements . . .” (*id.* at 1), the servicing agreement between US Bank Trust and Fay Servicing establishing the scope of Fay Servicing’s authority was not submitted with Plaintiff’s instant motion.

Serrato attests that she has “personal knowledge of the facts of this matter” and that “[t]he source of my knowledge is my review of the electronic records of Fay Servicing, LLC, regarding the delinquent account of the Defendant and my own knowledge of how those electronic records are kept and maintained” (NYSCEF Doc No. 48 at ¶ 1). Serrato further attests that such records include “electronic images of the note and electronic

records maintained by Fay Servicing, LLC, to track payments received and advances made in connection with the Defendant's mortgage account" and records of prior servicers, without identifying any prior servicers of the 2001 CEMA (*id.*). Serrato attests that "[t]he instant loan is due for the July 1, 2012 installment and all subsequent installments, and by reason thereof, the Note and Mortgage are in default" and asserts that "[a] copy of Fay Servicing, LLC's business record showing [the] amount due *and the delinquency date* is attached here as Exhibit A" (*id.* at ¶ 7 [emphasis added]).

Exhibit A contains 201 pages of computerized printouts, none of which include a payment history or payment records regarding the 2001 CEMA evidencing Stevens' alleged July 1, 2012, payment default. Instead, Exhibit A consists of the following computer printouts, some of which merely identify the alleged "Due Date": (1) a "Corporate Advance History Screen" (NYSCEF Doc No. 49 at 2-5); (2) "Hazard and Flood Insurance" (*id.* at 6-7); (3) a "Fee Activity Ledger" (*id.* at 8); (4) "COLLECTION INFORMATION" prepared by an unidentified servicer on "06/08/21" which states "DUE 07-01-12" in the header (*id.* at 9); (5) a "Mortgage Loan History" prepared by an unidentified servicer on "06/08/21" which states "DUE 07-01-12" in the header (*id.* at 10-13); (6) "PAYOFF CALCULATION TOTALS" prepared by an unidentified servicer on "06/08/21" which states "CALC INT FROM" "06/01/12" (*id.* at 14); (7) "PAYOFF FEES AND PERDIEM" (*id.* at 15); (8) a "PAYOFF CALCULATION" prepared by an unidentified servicer on "06/08/21" which states "DUE 07/01/12" (*id.* at 16); (8) "PAYOFF INFORMATION" prepared by an unidentified servicer on "06/08/21" which states "DUE

DATE 07/01/2012” (*id.* at 17); (9) “PROPERTY INSPECTION RESULTS” prepared by an unidentified servicer with the words “DUE 07/01/12” in the header (*id.* at 18-19); (10) a document labeled “CUSTOMER SERVICE INV AMT/111” prepared by an unidentified servicer on “06/08/21” which references a “07/01/12 PMT” (*id.* at 20); (11) a “Corporate Advance History” by Fay Servicing, which states “Due Date: 07/01/2012” in the header (*id.* at 21); (12) a 17-page redacted list seemingly prepared by “Caliber” with three columns labeled “PaidToDt,” “TransDt” and “TransCode” (*id.* at 22-39); (13) a 17-page, one-column list with the heading “TransName” (*id.* at 40-57); and (14) eight separate 17-page lists (totaling 136 pages) with various columns and numbers (*id.* at 58-201), the majority of which contain nothing other than zeros (*id.* at 132-201).

Stevens’ Opposition

Stevens, in opposition, submits an attorney affirmation and a memorandum of law (NYSCEF Doc Nos. 61 and 62). Stevens asserts that the instant motion should be denied because US Bank Trust failed to establish that Fannie Mae complied with RPAPL § 1303, a condition precedent to foreclosure, and failed to establish Fannie Mae’s standing (NYSCEF Doc No. 61 at 2). Stevens argues that the various assignments of the 2001 CEMA in the record do not transfer any of the underlying promissory notes (*id.* at 3-4). Stevens also argues that the 1997 promissory note attached to Fannie Mae’s complaint reflects three endorsements and two allonges, including an allonge executed by Seterus as Attorney-in-Fact for JP Morgan Chase Bank, NA, successor by merger to Chase Home Finance LLC, “without any power of attorney attached” (*id.* at 5). Stevens notes that “[t]he

record on this motion includes a chain of confusing and sometimes internally inconsistent mortgage assignments” (*id.* at 8). Stevens argues that the fact that the endorsed notes were attached to the complaint does not eliminate all factual issues regarding Plaintiff’s standing because “the record is completely devoid of any evidence that the two allonges are firmly affixed to the [1997] purchase money promissory note” (*id.* at 9). Stevens asserts that Serrato’s moving affidavit “alleges nothing about the attachment of any allonges, nor does it allege knowledge of or familiarity [with] Plaintiff Fannie Mae’s record-keeping practices” (*id.* at 10).

Plaintiff’s Reply

Plaintiff, in reply, submits an attorney affirmation asserting that “Plaintiff demonstrated its prima facie entitlement to judgment as a matter of law” and thus, the burden shifted to Defendant Stevens to raise an issue of fact (NYSCEF Doc No. 80 at ¶¶ 5-6). Plaintiff’s counsel notes that “Defendant does not dispute that he borrowed the money at issue in this action” and “his failure to repay the money that he borrowed” (*id.* at ¶ 7). Regarding standing, Plaintiff’s counsel argues that “Defendant’s lack of standing defense . . . fails as a matter of law because Plaintiff attached the duly indorsed Notes as exhibits to its Complaint” (*id.* at ¶ 17). Plaintiff’s counsel insists that the US Bank Trust should be substituted as Plaintiff because “Plaintiff assigned the notes, mortgages and CEMA to U.S. Bank Trust . . . per the written assignment of mortgage dated March 4, 2019” (*id.* at ¶ 41), despite the fact that the assignment in the record reflects otherwise (NYSCEF Doc No. 50).

Discussion

Summary judgment is a drastic remedy that deprives a litigant of his or her day in court and should, thus, only be employed when there is no doubt as to the absence of triable issues of material fact (*Kolivas v Kirchoff*, 14 AD3d 493 [2d Dept 2005]; *see also Andre v Pomeroy*, 35 NY2d 361, 364 [1974]). “The proponent of a motion for summary judgment must make a prima facie showing of entitlement to judgment, as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact” (*Manicone v City of New York*, 75 AD3d 535, 537 [2d Dept 2010], quoting *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]; *see also Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]). If it is determined that the movant has made a prima facie showing of entitlement to summary judgment, “the burden shifts to the opposing party to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action” (*Garnham & Han Real Estate Brokers v Oppenheimer*, 148 AD2d 493 [2d Dept 1989]).

Generally, to establish prima facie entitlement to judgment as a matter of law in an action to foreclose a mortgage, a plaintiff must produce the mortgage, the unpaid note(s) and admissible evidence of the defendant borrower’s payment default (*Deutsche Bank Natl. Trust Co. v Karibandi*, 188 AD3d 650, 651 [2d Dept 2020]; *Christiana Trust v Moneta*, 186 AD3d 1604, 1605 [2d Dept 2020]; *Deutsche Bank Trust Co. Ams. v Garrison*, 147 AD3d 725, 726 [2d Dept 2017]). “A default is established by (1) an admission made

in response to a notice to admit, (2) an affidavit from a person having personal knowledge of the facts, or (3) other evidence in admissible form” (*U.S. Bank Nat’l Ass’n v Ramanababu*, 202 AD3d 1139, 1141 [2d Dept 2022]). The Second Department has held that “[t]here is no requirement that a plaintiff in a foreclosure action rely on any particular set of business records to establish a prima facie case, so long as the plaintiff satisfies the admissibility requirements of CPLR 4518 (a), and the records themselves *actually evince the facts for which they are relied upon*” (*Citigroup v Kopelowitz*, 147 AD3d 1014, 1015 [2d Dept 2017] [emphasis added]).

Here, Plaintiff is not entitled to any of the relief it seeks because it failed to establish, prima facie, Defendant Stevens’ default in payment of the 2001 CEMA. While Serrato of Fay Servicing (a purported agent of non-party US Bank Trust) attests that “[t]he instant loan is due for the July 1, 2012 installment and all subsequent installments . . .” based on her review of Fay Servicing’s business records annexed as Exhibit A to Plaintiff’s motion (NYSCEF Doc No. 48 at ¶ 7), the 201 pages of computerized business records upon which Serrato’s affidavit is based do not include a payment history or any payment records relating to the 2001 CEMA evidencing Stevens’ alleged payment default (*supra* at 9-10). In addition, Serrato and her employer, Fay Servicing, are purported agents of non-party US Bank Trust, which is only an assignee of the 1997 mortgage (*see* NYSCEF Doc No. 50), rather than the 2001 CEMA that is the subject of this foreclosure action. Consequently, Plaintiff has failed to submit an affidavit of merit from an authorized agent to establish its prima facie right to foreclose.

Furthermore, where, as here, plaintiff's standing has been placed in issue by a defendant, plaintiff is also required to prove standing as part of its prima facie case (*Loancare v Firshing*, 130 AD3d 787, 789 [2d Dept 2015]). In addition to a lack of proof regarding Stevens' payment default, the Allonges purportedly annexed to the 1997 promissory note raise factual issues regarding Fannie Mae's standing to foreclose, since they were executed by Seterus, Inc. on behalf of both Fannie Mae's purported predecessor mortgagee, JP Morgan Chase Bank, NA, and on behalf of Fannie Mae (*supra* at 4), and the record does not include any powers of attorney or other documentation reflecting Seterus, Inc.'s authority to do so (*see HSBC Bank USA, N.A. v Betts*, 67 AD3d 735, 736 [2009] [denying plaintiff's motion based on affidavit of servicer because "the record is barren of any evidence demonstrating that agent's authority to act on behalf of the plaintiff"]).

Additionally, as the defense argues, there is no evidence that the Allonges were firmly affixed to the 1997 promissory note, as required by UCC § 3-202 [2]. It is well-established that "physical delivery of a note which has an allonge endorsed in blank *firmly affixed to it* prior to the commencement of the foreclosure action is sufficient to transfer the obligation to the new payee" (*U.S. Bank Nat'l Ass'n v Moulton*, 179 AD3d 734, 737 [2d Dept 2020] [emphasis added]). The record before the court, including the copy of the 1997 promissory note and its Allonges, two of which were executed by Seterus, Inc., without any power of attorney or other evidence of its authority, raise factual issues regarding Fannie Mae's standing to foreclose.

Finally, contrary to Plaintiff’s counsel’s contention, the mere fact that the 1997 note was annexed to Fannie Mae’s complaint does not automatically prove its standing to foreclose, since Plaintiff failed to demonstrate that the Allonges were firmly affixed thereto (*Lakeview Loan Servicing LLC v Florio*, 230 AD3d 665, 668 [2d Dept 2024] [holding that “(a)lthough the plaintiff attached a copy of the note and a purported allonge endorsed in blank to the complaint, the plaintiff failed to demonstrate that the purported allonge “was so firmly affixed [to the note] as to become a part thereof, as required by UCC 3-202 (2)”]; *Wells Fargo Bank, N.A. v Mitselmakher*, 216 AD3d 1056, 1058 [2d Dept 2023] [same]; *Bank of New York Mellon Trust Company, National Association v Anderson*, 209 AD3d 817, 819-820 [2d Dept 2022] [same]). Accordingly, for the foregoing reasons, it is hereby

ORDERED that Plaintiff’s motion (mot. seq. one) is denied in its entirety.

This constitutes the decision and order of the court.

E N T E R,



Hon. Cenceria P. Edwards, J. S. C., CPA