

**Jordan v Jordan**

2026 NY Slip Op 31299(U)

March 27, 2026

Supreme Court, Kings County

Docket Number: Index No. 519743/2022

Judge: Anne J. Swern

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This opinion is uncorrected and not selected for official publication.

At an IAS Trial Term, Part 75 of the Supreme Court of the State of New York, Kings County, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the 27<sup>th</sup> day of March 2026

P R E S E N T: HON. ANNE J. SWERN, J.S.C.

ROUTE E JORDAN,

*Plaintiff(s),*

*-against-*

CLARENCE JORDAN, LINDA JORDAN, DONNA JORDAN, TINA JORDAN, TERESA BRADLEY, DERRICK L. STACKHOUSE, THE MORTGAGE MONEY CENTER INC., COUNTRYWIDE HOME LOANS INC., JOHN T. WALSH ENTERPRISES LLC,

*Defendant(s).*

**DECISION & ORDER**

Index No.: 519743/2022

Calendar No.: 22

Motion Seq.: 003

Return Date: 01/08/2026

*Recitation of the following papers as required by CPLR 2219(a):*

**NYSCEF  
Papers  
Numbered**

Notice of Motion and Supporting Documents .....  
Affirmation in Opposition and Supporting Documents.....  
Reply Affirmation and Supporting Documents .....

*Upon the foregoing papers, the decision and order of the Court is as follows:*

This is an action commenced pursuant to Article 15 of the Real Property and Proceeding Law to quiet title and declare void the deed dated 9/6/2016 for the premises known as 182 Crown Street, Brooklyn, New York 11225, Block 1295, Lot 32 and recorded on 9/23/2016 [Document ID #2016090600159001, City Register File #2016000333511] (the “property”). Plaintiff’s claims that the document is a forgery as she was in the Republic of Trinidad and Tobago from 6/9/2016 through 9/29/2016. The deed purportedly transferred the property from Routee Jordan, Individually to Routee Jordan, and defendants Clarence Jordan, Linda Jordan, Donna Jordan, Tina Jordan and Teresa Bradley as tenants in common. Defendant Derrick L.

Stackhouse is the notary who allegedly notarized plaintiff's signature on the deed. Defendants The Mortgage Money Center Inc., Countrywide Home Loans, Inc. and John T. Walsh Enterprises, LLC, hold mortgages covering the property. Plaintiff also seeks an accounting.

Plaintiff has moved for an order granting summary judgment pursuant to CPLR § 3212 vacating the deed and declaring it void. Plaintiff also moves for a default judgment against John T. Walsh Enterprises, LLC and The Mortgage Money Center Inc. Plaintiff previously moved for summary judgment but later withdrew the motion without prejudice (NYSCEF 67).

In support of the motion, plaintiff submits the corrected letter of Travel Pattern from the Ministry of National Security, Immigration Division of Trinidad & Tobago.<sup>1</sup> The updated letter reflects the correct stamps in plaintiff's Passport issued by the Republic of Trinidad and Tobago by Immigration in Trinidad & Tobago. The passport was stamped in the Republic on 09-06-2016 (dd/mm/yyyy) upon her entry and stamped by the Department of Homeland Security, U.S. Customs and Border Protection on 09-29-2016 in New York City.<sup>2</sup> Plaintiff also relies upon the *pro se* verified answer from the notary, Derrick L. Stackhouse (NYSCEF 6). Mr. Stackhouse stated that his signature was also a forgery because he did not notarize the deed. Finally, plaintiff submitted the report of a handwriting expert that the deed was a forgery. Only Clarence Jordan, Linda Jordan, Donna Jordan, Tina Jordan, and Teresa Bradley opposed the motion.

Summary judgment may be granted only when no triable issue of fact exists (*Alvarez v Prospect Hospital*, 68 NY2d 320 [1986]). "A party moving for summary judgment must make a prima facie showing of entitlement to judgment as a matter of law, producing sufficient evidence to demonstrate the absence of any material issue of fact. However, a failure to demonstrate a

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<sup>1</sup> In support of the prior motion for summary judgment, the Ministry certified the wrong dates of entry and department for plaintiff (*See* NYSCEF 34).

<sup>2</sup> To authenticate the copy of the pages in plaintiff's passport, the original passport was provided to the Court for inspection during oral argument.

*prima facie* entitlement to summary judgment motion, requires a denial of the motion regardless of the adequacy of the opposing papers” (*Ayotte v Gervasio*, 81 NY2d 1062, 1063 [1993], citing *Alvarez v Prospect Hospital*, 68 NY2d 324). “Once this showing has been made, the burden shifts to the nonmoving party to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact that require a trial for resolution” (*Giuffrida v Citibank*, 100 NY2d 72, 81 [2003] and *Alvarez v. Prospect Hospital*, 68 NY2d 324).

The Court’s only role upon a motion for summary judgment is to identify the existence of triable issues, and not to determine the merits of any such issues (*Vega v Restani Construction Corp.*, 18 NY3d 499, 505 [2012]) or the credibility of the movant’s version of events (see *Xiang Fu He v Troon Management, Inc.*, 34 NY3d 167, 175 [2019] [internal citations omitted]). The Court must view the evidence in the light most favorable to the nonmoving party, affording them the benefit of all reasonable inferences that can be drawn from the evidence (see *Negri v Shop & Stop, Inc.*, 65 NY2d 625, 626 [1985]). The motion should be denied where the facts are in dispute, where different inferences may be drawn from the evidence, or where the credibility of the witnesses is in question (see *Cameron v City of Long Beach*, 297 AD2d 773, 774 [2d Dept. 2002]).

Plaintiff’s motion is granted (*Ayotte v Gervasio*, 81 NY2d 1063, citing *Alvarez v Prospect Hospital*, 68 NY2d 324). The stamps on plaintiff’s passport and the letter of plaintiff’s Travel Pattern are irrefutable proof that plaintiff was not within the United States of American on 9/6/2016 when the deed was executed by someone other than plaintiff. Mr. Stackhouse’s denials in his answer have not been rebutted by defendants in opposition to the motion (*id.*). Plaintiff’s motion for a default is denied because plaintiff has not demonstrated good cause as to why a default was not taken within one of year of service of the summons and complaint on The

Mortgage Money Center Inc. and John T. Walsh Enterprises, LLC in July and September 2022 (NYSCEF 7 and 22). This matter shall proceed to discovery on the issues of an accounting.

The Court has considered defendants' remaining arguments and finds same to be without merit. Accordingly, it is hereby

ORDERED that plaintiff's motion for summary judgment per CPLR § 3212 is granted on all causes of action, and it is further

ORDERED that the deed dated 9/6/2016 for the premises known as 182 Crown Street, Brooklyn, New York 11225, Block 1295, Lot 32 and recorded on 9/23/2016 [Document ID #2016090600159001, City Register File #2016000333511] is declared and null and void, and it is further

ORDERED that plaintiff's motion for a default against The Mortgage Money Center Inc. and John T. Walsh Enterprises, LLC, is DENIED, and it is further

ORDERED that plaintiff shall settle the Order on Notice within 30 days of entry of this Order in NYSCEF vacating and voiding the deed and declaring plaintiff the owner in fee simple of the premises, and it is further

ORDERED that plaintiff serve a copy of this Order with Notice of Entry upon all parties within 30 days of entry of its Entry in NYSCEF and file proof of service with the Court, and it is further

ORDERED that plaintiff shall file for a Preliminary Conference within 30 days of entry of this Order in NYSCEF to schedule discovery on the issue of a conversion accounting.

This constitutes the decision and order of the Court.

ENTER:

A handwritten signature in blue ink, appearing to be 'AS', is written over a faint circular stamp.

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**Hon. Anne J. Swern, J.S.C.**  
**Dated: 3/27/2026**