

# Adams County Legal Journal


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WARNER



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DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN, that the Board of Directors and the Shareholders of The House of Bender Inc., a Pennsylvania corporation, with an office and principal place of business at 1 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, have voted to voluntarily dissolve the corporation. The Board of Directors of the corporation is currently engaging in the winding-up and settling of the affairs of the corporation. This notice of the dissolution proceedings is given pursuant to Section 1975 of the Pennsylvania Business Corporation Law of 1988 as amended.

Robert E. Campbell, Esq.  
Campbell & White, P.C.  
112 Baltimore Street  
Gettysburg, PA 17325

12/04

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JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE F/B/O HOLDERS OF STRUCTURED ASSET  
MORTGAGE INVESTMENTS II INC., BEAR STERNS  
ALT-A TRUST 2005-10, MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2005-2010 V. MEGAN H. WARNER

1. Where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits the non-moving party may not rest on the mere allegations or denials in its pleadings. Rather, the non-moving party must, by affidavit or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists.
2. In an action for mortgage foreclosure, the entry of summary judgment is proper if the mortgagor admits the mortgage is in default, that he has failed to pay interest on the obligation, and that the recorded mortgage is in the specified amount.
3. General denials by the mortgagor of the amount owing can, under certain circumstances, be deemed an admission. For example, a mortgagor's general denial as to the amount owed in a pleading in mortgage foreclosure can be considered an admission because the mortgagor and the lender are the only entities that would have sufficient information upon which to base a specific denial regarding those averments.
4. The statute does not require that the (Act 91) Notice be received, only that it be sent to the proper party and address. The question is whether the record offers sufficient proof that the Notice was sent in order to grant summary judgment.
5. Regulations promulgated by the Pennsylvania Housing Finance Agency on August 30, 2008, and reinstated on August 18, 2012, establish the verbiage that mortgagees and mortgage services must include in the Notice before initiating legal action. The Notice is to include the "loan Account Number."
6. Here, the copy of the Notice purportedly sent to Defendant that was attached to the Motion for Summary Judgment had the loan account number redacted. Such action is permissible to prevent public access to personal information.
7. A negotiable instrument which is not endorsed is classified as bearer paper and is enforceable by the holder of such instrument and therefore Plaintiff's signature is not required for enforcement.
8. A mortgage follows the note, and therefore the holder of the note can enforce both the note and the mortgage.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, CIVIL 2014-SU-393, JPMORGAN CHASE  
BANK, NATIONAL ASSOCIATION, AS TRUSTEE F/B/O  
HOLDERS OF STRUCTURED ASSET MORTGAGE  
INVESTMENTS II INC., BEAR STERNS ALT-A TRUST 2005-  
10, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
2005-2010 V. MEGAN H. WARNER

Patrick J. Wesner, Esq., Attorney for Plaintiff  
Megan H. Warner, Pro se  
Kuhn, J., October 20, 2015

## MEMORANDUM OPINION

Before the Court for disposition is a Motion for Summary Judgment filed by Plaintiff. For reasons set forth herein, the Motion is denied.

### BACKGROUND

JPMorgan Chase Bank, National Association, as Trustee f/b/o holders of Structured Asset Mortgage Investments II Inc., Bear Sterns Alt-A Trust 2005-10, Mortgage Pass-Through Certificates, Series 2005-2010 (“Plaintiff”) initiated this action by filing a Complaint in Mortgage Foreclosure on April 8, 2014, against David P. Broussard and Megan H. Warner (“Defendant”).<sup>1</sup> Therein, Plaintiff avers that Defendant owns property located at 530 Gum Spring Road, Fairfield, Pennsylvania 17320 (“Property”). On October 14, 2005, Mr. Broussard executed a Note in favor of CTX Mortgage Company, LLC in the amount of \$200,000.00 and to secure the Note, Defendant and Mr. Broussard executed and delivered a Mortgage on the Property to Mortgage Electronic Registration Systems, Inc. (“MERS”).<sup>2</sup> The Assignment of Mortgage to Plaintiff was recorded on October 27, 2009, and a corrected Assignment was recorded on July 25, 2013. Plaintiff avers that since October 1, 2009, the Note and Mortgage payments have been in default. Prior to filing the instant action Defendant was purportedly served with the required notices under Act 91.<sup>3</sup>

On July 29, 2014, Defendant filed an Answer to Plaintiff’s Complaint<sup>4</sup>, including Affirmative Defenses, wherein she admits that she owns the Property and to secure obligations under the Note she executed and delivered a mortgage to MERS as nominee. She denies that 1) Plaintiff is a proper party plaintiff, 2) she received the Act 91 notices, and 3) the amounts averred as being owed and due are accurate and she demands strict proof thereof. She states she is without sufficient information to admit or deny “specific allegations of Dates [sic], amounts paid, amounts due and payable, late charges, escrow deficiencies, and costs of collections.”

On February 9, 2015, Plaintiff filed a Motion for Summary

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<sup>1</sup> The Complaint was originally filed against David P. Broussard and Megan H. Warner, however, the caption is amended to reflect the fact that Mr. Broussard is now deceased.

<sup>2</sup> MERS was acting solely as the nominee for CTX Mortgage, LLC.

<sup>3</sup> 35 P.S. § 1680.401(c) of the 1983 Session of the General Assembly.

<sup>4</sup> Defendant had previously filed Preliminary Objections which were denied by Order of Court dated July 8, 2014.

Judgment, along with a corresponding Brief, which argues that Defendant's Answer fails to present a genuine issue of material fact because it consists only of admissions and general denials, the latter of which constitute admissions of law if not accompanied by adequate proof to support such denials. On March 9, 2015, Defendant filed an Answer in Opposition to the Motion for Summary Judgment and a corresponding brief was subsequently filed on March 27, 2015.

### LEGAL STANDARD

Under the Pennsylvania Rules of Civil Procedure a court may enter summary judgment when the pleadings, depositions, answers to interrogatories, omissions, affidavits, and other materials demonstrate there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Pa. R. Civ. P. 1035.2; Strine v. Commonwealth, 894 A.2d 733, 737 (Pa. 2006); Roche v. Ugly Duckling Car Sales, Inc., 879 A.2d 785, 789 (Pa. Super. 2005) (quotations and citations omitted). The burden of demonstrating the lack of any genuine issue of material fact falls upon the moving party, and, in ruling on the motion, the court must consider the record in the light most favorable to the non-moving party. Id. Summary judgment is only appropriate in those cases which are free and clear from doubt. McConnaughey v. Bldg. Components, Inc., 637 A.2d 1331, 1333 (Pa. Super. 1994).

However, where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits the non-moving party may not rest on the mere allegations or denials in its pleadings. Accu-Weather, Inc. v. Prospect Commc'ns Inc., 644 A.2d 1251, 1254 (Pa. Super 1994). Rather, the non-moving party must, by affidavit or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists. Id.

The holder of a mortgage has the right upon default to bring a foreclosure action or to sue on the bond accompanying the mortgage. Cunningham v. McWilliams, 714 A.2d 1054, 1056-7 (Pa. Super. 1998). The former is strictly an in rem proceeding, the purpose of which is to effect a judicial sale of the mortgaged property. Rearick v. Elderton State Bank, 97 A.3d 374, 383 (Pa. Super. 2014). In a proceeding on the note or bond, the matter is in personam and the object

is to obtain a judgment against the obligor of the note. **Levitt v. Patrick**, 973 A.2d 581, 591 (Pa. Super. 2009).

In an action for mortgage foreclosure, the entry of summary judgment is proper if the mortgagor admits the mortgage is in default, that he has failed to pay interest on the obligation, and that the recorded mortgage is in the specified amount. **Bank of America, N.A. v. Gibson**, 102 A.3d 462, 464, (Pa. Super. 2014). Judgment is entered on the amount due. The precise amount due is essential because upon sale of the real estate after judgment is entered the sheriff must distribute the proceeds among the parties in interest. Without knowing the precise claim of the mortgagee the distribution could not be properly achieved. **U.S. Bank, N.A. v. Pautenis**, 118 A.3d 386, 394 (Pa. Super. 2015). General denials by the mortgagor of the amount owing can, under certain circumstances, be deemed an admission. This is because averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. Pa. R.C.P. 1029(b). For example, a mortgagor's general denial as to the amount owed in a pleading in mortgage foreclosure can be considered an admission because the mortgagor and the lender are the only entities that would have sufficient information upon which to base a specific denial regarding those averments. **First Wisconsin Trust Co. v. Strausser**, 653 A.2d 688, 692 (Pa. Super. 1995); **New York Guardian Mortg. Corp. v. Dietzel** 524 A.2d 951, 952 (Pa. Super. 1987). See **Cunningham v. Williams, supra.**, where the interest rate was fixed and the ability to calculate the amount owing is a simple calculation. However, there may be circumstances where the mortgagor is unable to ascertain the amount owed due to a variety of factors. See **U.S. Bank, N.A. v. Puatenis, supra.**, where the interest rate was adjustable.

## DISCUSSION

Plaintiff's Motion for Summary Judgment is supported by an affidavit signed by Bret Cline, as Document Control Officer for Select Portfolio Servicing, Inc., the mortgaging service agent for Plaintiff. As such, Defendant cannot rest on mere denials but rather must put forth evidence setting forth specific facts showing the existence of a genuine issue of material fact to overcome Plaintiff's Motion for Summary Judgment.

In her Answer in Opposition to the Motion for Summary Judgment,

Defendant admits that she owns the Property, that she signed the Mortgage, and that Mr. Broussard signed the Note however, she denies the remainder of Plaintiff's averments.

First, Defendant denies that Plaintiff is a proper party plaintiff and raises issues regarding an alleged faulty assignment of the mortgage, whether the Note was properly endorsed and whether the allonge was properly negotiated due to missing/blank signatures. Plaintiff attached an Assignment of Mortgage, recorded October 27, 2009, and a Corrective Assignment of Mortgage, dated July 25, 2013. There does not appear to be anything facially fraudulent about these documents and Defendant has not offered any substantive evidence of fraud. When "an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a 'blank indorsement.' When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed." 13 Pa. C.C. §3205(b). The Note signed by Mr. Broussard contains a blank indorsement on the back of the last page and because it remains a blank (not a special) indorsement, the bearer of the Note, in this case the Plaintiff, has the right to seek enforcement. The affidavit avers that Plaintiff is in possession of the Note. The record does not indicate any discovery requests of Plaintiff to produce the Note for inspection by Defendant. Therefore, this issue does not raise a factual concern.

Next, Defendant denies that she received the Act 91 Notice. Pennsylvania law requires that before a mortgagee may commence a mortgage foreclosure action such mortgagee must "send" to the mortgagor "at his or her last known address" what is commonly referred to as the Act 91 Notice. 35 P.S. §1680.402c; §1680.403c. This notice acts as a condition precedent before a foreclosure action is initiated. **Beneficial Consumer Disc. Co. v. Vukman**, 77 A.3d 547 (Pa. 2013).

Here, Plaintiff included in its Complaint and Motion for Summary Judgment a copy of the Act 91 Notice purportedly sent to Defendant at 530 Gum Springs Road, Fairfield, Pennsylvania 17320<sup>5</sup> on February 21, 2013. This Notice is written on the letterhead of Green & Birsic, P.C., Attorneys at Law, in Pittsburgh. The Motion contained an Affidavit of Brett Cline of Select Portfolio Servicing, Inc. in Utah averring that Select's business records showed that "Plaintiff" complied with Act 91 "by mailing" the Notice to Defendant at her address.

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<sup>5</sup> Defendant acknowledges this to be her address.

As noted, Defendant denies she received the Notice. However, the statute does not require that the Notice be received, only that it be sent to the proper party and address.<sup>6</sup> The question is whether the record offers sufficient proof that the Notice was sent in order to grant summary judgment. Defendant would have no knowledge whether the Notice was sent unless she actually received the same. Therefore, her denial of receipt does not answer whether it was sent but instead raises a factual issue for Plaintiff to satisfy. Plaintiff's brief does not address the issue. The only indication that the Notice was sent in this case is the copy of the Notice itself. However, that document alone does not prove mailing. The record does not indicate who sent the Notice, where the Notice was sent from, whether there is proof of mailing, whether there is a mailing log, whether it was sent by ordinary or certified mail,<sup>7</sup> whether it was mailed in the ordinary course of business, or whether it was returned to sender. Accordingly, a question of material fact remains as to whether the Notice was sent.

Defendant also argues that the Act 91 Notice does not fully comply with the requirements that must be set forth in the Notice. Specifically, it appears she is contending that the Notice failed to contain the loan account number. The information that must be contained therein is set forth at 35 P.S. §1680.403c.(b)(1) and 41 P.S. §403. Those sections do not mention the loan number, however, regulations promulgated by the Pennsylvania Housing Finance Agency on August 30, 2008<sup>8</sup> and reinstated on August 18, 2012<sup>9</sup> establish the verbiage that mortgagees and mortgage services must include in the Notice before initiating legal action. The Notice is to include the "Loan Account Number." 12 Pa. Code §31.203(a)(Exhibit A).

Here, the copy of the Notice purportedly sent to Defendant that was attached to the Motion for Summary Judgment had the loan account

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<sup>6</sup> Thus, the application of the mailbox rule's presumption of receipt is not applicable. That "rule" provides that the depositing in the post office of a properly addressed letter with prepaid postage raises a natural presumption that the letter reached its destination by due course of mail. The party who is seeking the benefit of the presumption must adduce evidentiary proof that the letter was signed in the usual course of business and placed in the regular place of mailing. However, where the fact to be proved is the sending, not the receiving, of the document the evidentiary threshold for the application of the mailbox rule's presumption of receipt is inapplicable. **Appeal of Rural Route Neighbors**, 960 A.2d 856, 861-2 (Pa. Cmwlth. Ct. 2008).

<sup>7</sup> 12 Pa. Code §31.203(a)(1) requires that Notice be sent by First Class Mail.

<sup>8</sup> 38 Pa. Bulletin 4589.

<sup>9</sup> 42 Pa. Bulletin 5447.



number redacted. Such action is permissible to prevent public access to personal information. The other information contained therein would make the identity of the loan at issue obvious to the parties involved. Accordingly, the alleged absence of the loan number does not raise a material issue of fact.

Defendant next denies the authenticity of the signatures on the endorsement of the transfer of the Note and assignment of the Mortgage and further objects to the contention that the signers and assignors had the authority to execute the same. Defendant has not proffered any evidence which offers credence to her claims that such signature on the Assignment of Mortgage is not authentic. The Assignment was signed by Greg Allen, “Vice President” of MERS as nominee for the original lender. The signature was notarized. Defendant also objects that because the Note contains a blank signature the Note has never been “acknowledged” by Plaintiff. As stated previously, a negotiable instrument which is not endorsed is classified as bearer paper and is enforceable by the holder of such instrument and therefore Plaintiff’s signature is not required for enforcement. Accordingly, the authenticity of the signatures does not raise a material issue of fact.

Next, Defendant denies that the business address averred by Plaintiff throughout the pleadings is its correct business address. She contends that the business address averred as Plaintiff’s address is actually the address of Select Portfolio Servicing, however, she fails to produce documentation of such address discrepancy. Even if Defendant was able to produce such documentation, she has not asserted how such a discrepancy negates Plaintiff’s claim that it is entitled to summary judgment. This does not raise an issue of material fact.

Defendant denies that Exhibit C of the Motion for Summary Judgment is a true and correct copy of the Note because the last two pages differ from pages 1-4 in that the last two pages do not have a barcode printed on them whereas a bar code appears on pages 1-4. Although the Court agrees that the last two pages of Exhibit C do not contain a barcode<sup>10</sup>, Defendant has not provided the Court with what she avers is a true and correct copy of the Note. Without such proof, the Court can only rely on Plaintiff’s assertion that Exhibit C is a true and correct copy of the Note. For purposes of summary judgment a factual issue is not present.

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<sup>10</sup> The Court suspects those pages to be the back side of pages containing the barcode.

Defendant denies that the mortgage legally secures the Property and she states that U.C.C. §3-301 requires that a note and a mortgage must be legally held by the same party in order for enforcement of the same. Section 3-301, entitled “Person Entitled To Enforce”, states

“Person entitled to enforce” an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

The statute does not require that the note and mortgage be held by the same party in order to be enforced. Furthermore, under U.C.C. §9-203(g), “the attachment of a security interest in a right to payment or performance secured by a security interest...is also attachment of a security interest in the...mortgage.” In other words, a mortgage follows the note, and therefore the holder of the note can enforce both the note and the mortgage.

Next, Defendant denies the payment history attached to the Motion for Summary Judgment because she avers it is not a full payment history and the amount Plaintiff stated as being due is not supported by any submitted documentation. Generally, if a mortgagor denies the amount due on a mortgage but fails to produce evidence showing the amount believed to be owed, such denial is treated as a general denial which ultimately acts as an admission. In this case, Mr. Broussard, not the Defendant, was the signator of the Note, making him the individual responsible for tracking any payments made. Plaintiff has not alleged any relationship between Mr. Broussard and Defendant which would give rise to her having knowledge of such payment history. Without such knowledge, Defendant cannot adequately respond to the amount averred by Plaintiff. Therefore, an issue of material fact remains as to the amount owed on the Note.

Lastly, Defendant denies that Plaintiff is entitled to attorney’s fees. Paragraph 14 of the Mortgage, entitled “Loan Charges”, provides that “Lender may charge Borrower fees for services performed in connection with Borrower’s default ... including, but not limited to, attorney’s

fees.” “Borrower” is defined in the Mortgage as David P. Broussard and Megan H. Warner. Accordingly, the Mortgage entitles Plaintiff to assert a claim against Defendant for attorney’s fees.

In her Answer in Opposition to the Motion for Summary Judgment, Defendant incorporates by reference the new matter<sup>11</sup> and affirmative defenses<sup>12</sup>. Several issues raised in the new matter have previously been disposed of in this Opinion and will not be revisited.

The first issue raised in the New Matter is that the copy of the Assignment of the Mortgage attached to the Motion for Summary Judgment differs from the Assignment of Mortgage referenced in the Affidavit attached to the Motion. More specifically, Defendant raises issues regarding the name of the assignee and the identity of the signatories. Attached to the Motion for Summary Judgment is a copy of the Assignment of Mortgage, recorded on October 27, 2009, and a Corrective Assignment of Mortgage, recorded on July 25, 2013.<sup>13</sup> The Affidavit attached to the Motion, signed by Bret Cline, Document Control Officer at Select Portfolio Servicing, Inc., dated January 21, 2015, only references the 2009 Assignment of Mortgage in support of the Affidavit. However, at the time of commencing this action Plaintiff pleaded both the Assignment and Corrective Assignment of Mortgage.<sup>14</sup> The Corrective Assignment did not re-assign the Mortgage to another entity but clerically corrected the assignment to identify the proper party who received the Mortgage.

Defendant avers that the signatures on the 2009 Mortgage, signed by Greg Allen, in his capacity as Vice President of MERS, and the 2013 Corrective Assignment, signed by Kathryn Coffee-House in her capacity as Vice President and Assistant Secretary of MERS, are improper. She avers that Mr. Allen signed the Assignment as an employee of Lender Processing Services, Inc. and as Vice President of MERS. After review of the Assignment, it appears as though Mr. Allen only signed as Vice President of MERS; there is no reference to Lender Processing Services, Inc. Ms. Coffee-House signed the Corrective Assignment on one signature line as the Vice President of MERS and signed another signature line as the Assistant Secretary of

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<sup>11</sup> The New Matter is contained in Defendant’s Answer in Opposition to the Motion for Summary Judgment.

<sup>12</sup> The Affirmative Defenses are contained in Defendant’s Answer to the Complaint.

<sup>13</sup> Exhibit E.

<sup>14</sup> See Complaint, Paragraph 6 and Exhibit D.

MERS. It is not uncommon to have an individual hold multiple officer positions within a corporation, especially when one of them is a position where the individual acts in an assistive role. Aside from raising the issue, Defendant has failed to show how Ms. Coffee-House's multiple signatures creates a fraudulent assignment. Although the Affidavit references the incorrect Assignment of Mortgage, upon review of the Assignment and Corrective Assignment, it does not appear as though there have been any fraudulent actions regarding the same.

Next, Defendant avers that granting summary judgment at this time would be premature because evidence has not been considered "fairly and impartially." Motions for Summary Judgment are filed after the relevant pleadings are closed. Pa. R.C.P. 1035.2. In ruling on a Motion for Summary Judgment, the Court reviews the pleadings in the light most favorable to the non-moving party. Roche, 879 A.2d at 789. At this juncture, the relevant pleadings are closed and the Court is viewing all evidence presented by both parties in the light most favorable to Defendant, the non-moving party. Defendant next avers that the Motion for Summary Judgment does not conform to Adams County Rule of Civil Procedure 1035.2(a)(G), which requires the moving party provide an Order that offers the court the option of whether to decide the matter on briefs or set a hearing date. Instead, Plaintiff's proposed Order was drafted upon the assumption that the Court would grant the Motion in favor of Plaintiff. Although Plaintiff failed to adhere to Rule 1035.2(a)(G), its procedural error was not prejudicial to Defendant. Upon receipt of Plaintiff's Motion and Memorandum of Law, the Court, by Order dated February 11, 2015, set a schedule for Defendant to answer the Motion and file her brief. The Order also stated that the matter would be decided on briefs and without oral argument unless otherwise directed by the Court. Hearing was not necessary because if factual issues exist the Motion would be denied.

Defendant pleaded the following alleged affirmative defenses<sup>15</sup>: 1) failure to state a claim upon which relief can be granted, 2) lack of capacity to sue, lack of standing, not a real party in interest, not a lawful assignee, no proof of assignment to Plaintiff, Plaintiff is not a holder or owner of the mortgage and note and is not in possession of the same, 3) Plaintiff has been paid in full for the loan by a third party, 4) Plaintiff attempted to sell and/or transfer the mortgage loan into an

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<sup>15</sup> Defendant lists eleven separate Affirmative Defenses, however, the Court has consolidated them for purposes of disposition.

investment trust or other mortgage backed security without Defendant's consent, and 5) the signatures on any mortgage assignment, endorsement, or allonge produced by Plaintiff are not those of persons specifically authorized by the corporate entities to engage in such acts and/or the signatures are not authentic and it renders the documents ineffective. For reasons discussed herein, none of these defenses raise issues of material fact.

Defendant first contends that Plaintiff has failed to state a claim upon which relief can be granted. A mortgage foreclosure action requires that there be a mortgage debt, the mortgagor has defaulted on that debt, and that there remains a balance due and owing on the debt. Plaintiff has offered evidence of those three requirements therefore a claim for relief has been sufficiently pleaded.

Next, Defendant raises the affirmative defense of lack of capacity to sue, lack of standing, not a real party in interest, not a lawful assignee, no proof of assignment to Plaintiff, Plaintiff is not a holder or owner of the mortgage and note, and is not in possession of the same. In a Memorandum Opinion, dated July 8, 2014, this Court determined Plaintiff is a real party in interest and has the capacity to sue by virtue of assignment from the original lender.

Defendant's third and fourth affirmative defenses are that Plaintiff has been paid in full for the loan by a third party and Plaintiff attempted to sell and/or transfer the mortgage loan into an investment trust or other mortgage backed security without Defendant's consent. These defenses are bald assertions unsupported by any facts and, standing alone without proper factual support, are insufficient to overcome Defendant's burden to prove the existence of a genuine issue of material fact.

The final affirmative defense is that the signatures on the mortgage assignment, endorsement, or allonge produced by Plaintiff are not those of persons specifically authorized by the corporate entities to engage in such acts and/or the signatures are not authentic and it renders the documents ineffective. As discussed previously, the Assignment of Mortgage was signed by an individual asserting he is a Vice President of MERS. The Corrective Assignment was signed by an individual asserting she is a Vice President and Assistant Secretary of MERS. By virtue of their title alone, they have apparent authority to sign on behalf of MERS. Defendant has not offered any evidence to

overcome the apparent authority of these individuals which would create a genuine issue of material fact.

Accordingly, the attached Order is entered.

ORDER OF COURT

AND NOW, this 20th day of October, 2015, Plaintiff's Motion for Summary Judgment, filed February 9, 2015, is denied for the reasons set forth in the attached Memorandum Opinion.

**ESTATE NOTICES**

**NOTICE IS HEREBY GIVEN** that in the estates of the decedents set forth below, the Register of Wills has granted letters, testamentary of or administration to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

**FIRST PUBLICATION****ESTATE OF ALMA R. ECKER, DEC'D**

Late of the Borough of Biglerville, Adams County, Pennsylvania

Co-Executors: Lucinda M. Ecker, 316 East York Street, P.O. Box 665, Biglerville, PA 17307; Ronald E. Ecker, 316 East York Street, P.O. Box 665, Biglerville, PA 17307

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

**ESTATE OF GLADYS DEANNE FORD, DEC'D**

Late of Huntington Township, Adams County, Pennsylvania

Executor: Cheryl J. Hall, 2647 Seven Valleys Road, Seven Valleys, PA 17360

**ESTATE OF CHARLENE E. KEEFER, DEC'D**

Late of Huntington Township, Adams County, Pennsylvania

Executors: Steven L. Keefer and Dawn L. Brown, c/o Steinbacker, Stahl, Goodall & Yurchak, 413 Washington Boulevard, Williamsport, PA 17701

Attorney: Steinbacker, Stahl, Goodall & Yurchak, 413 Washington Boulevard, Williamsport, PA 17701

**ESTATE OF CHARLES M. KING, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania

Co-Executrices: Laurie L. King-Foster, 557 Huston Hill Road, Hustontown, PA 17229; Patricia A. Myers, 5286 Ft. Loudon Road, Mercersburg, PA 17236

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

**ESTATE OF DOROTHY H. MATTHEWS, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Personal Representative: Robert L. Matthews, 811 Irishtown Rd., New Oxford, PA 17350

Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

**ESTATE OF NANCY R. SPICER, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Kippi R. Smith, 123 Centennial Avenue, Hanover, PA 17331

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

**SECOND PUBLICATION****ESTATE OF JOHN D.L. BEEGLE, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Co-Executors: Karen B. Arthur, 105 Hoke Drive, Gettysburg, PA 17325; Gregory A. Beegle, 123 East Broadway, Gettysburg, PA 17325

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

**ESTATE OF PATRICK J. DOHERTY, DEC'D**

Late of Union Township, Adams County, Pennsylvania

Administrator: Brian P. Doherty, 5 Manor Circle, Littlestown, PA 17340

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

**ESTATE OF ANTHONY W. LENDO, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Tonice L. Price, 541 North St., McSherrystown, PA 17344

Attorney: James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

**ESTATE OF LORRAINE A. MILLER, DEC'D**

Late of Mount Joy Township, Adams County, Pennsylvania

Executrix: Kathy Lee Miller, 1011 Heritage Drive, Gettysburg, PA 17325

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

**ESTATE OF E. JANE ZEPP, DEC'D**

Late of Huntington Township, Adams County, Pennsylvania

Executrix: Dorothy J. Trostle, 302 Main Street, York Springs, Pennsylvania 17372

Attorney: John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, Pa 17372

**THIRD PUBLICATION****ESTATE OF GEORGE E. GORMAN, DEC'D**

Late of the Borough of Biglerville, Adams County, Pennsylvania

Executor: Steven J. Gorman, 282 Longstreet Drive, Gettysburg, PA 17325

Attorney: John J. Murphy III, Esq., Patrono & Murphy, LLC, 28 West Middle Street, Gettysburg, PA 17325

**ESTATE OF JOHN A. HALL**

Late of Franklin Township, Adams County, Pennsylvania

Executors: Robert A. Hall, 3725 Concord Road, Doylestown, PA 18902; James E. Hall, 595 Old School House Road, Landenberg, PA 19250; Joseph P. Hall, 403 Fairfield Lane, Louisville, CO 80027

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

**ESTATE OF BARBARA T. MCDANNELL, DEC'D**

Late of Highland Township, Adams County, Pennsylvania

Executors: A. Eva Luckenbaugh, Calvin R. McDannell, Adam T. McDannell, Mark K. McDannell, 1920 East Berlin Road, New Oxford, PA 17350

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

**ESTATE OF WALTER M. TROSTLE, DEC'D**

Late of Mt. Joy Township, Adams County, Pennsylvania

Personal Representative: Philip Trostle, 139 Baltimore Street, Gettysburg, PA 17325

