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STATE OF
PISCATAQUIS, SS.

UPERIOR COURT
CIVIL ACTION
DOCKET NO RE-16-8

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

John Doonan, Esq
100 Cumming Center, Suite 225D
Beverly, MA 01915



v.

DECISION

DOWNEAST MORTGAGE CORPORATION,

Defendant.

MORTGAGE ELETRONIC REGISTRATION SYSTEMS,
INC. as nominee for DOWNEAST MORTGAGE CORP.
PAMELA L. ELLIS and WILLARD W. ELLIS, JR.

Parties- In-Interest

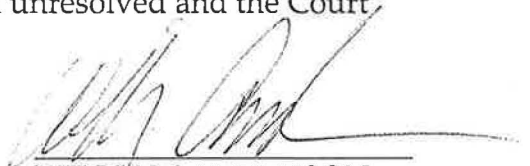
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Piscataquis County
Clerk's Office

The plaintiff has moved for default judgment on its complaint for declaratory judgment. In this case, in which there is a prior MERS assignment, the plaintiff asks the Court to declare that it is the owner of all rights in the note and mortgage that is the subject of the complaint. *See Bank of America v. Greenleaf*, 2014 ME 89. The complaint was filed to clarify that the note is secured and to ensure that the plaintiff would have standing to file a complaint for foreclosure should there be a default on the subject note. The original mortgagee (Downeast) as well as the mortgagors and MERS have been served but failed to answer. Also, the plaintiff provided in paragraph 18 of its complaint the averment that it was the current owner of the subject mortgage, which statement is deemed admitted by the defendants' failure to answer. M.R. Civ. P. 8(d).

In *Greenleaf*, the Court ruled that " in the absence of any evidence that the Bank owned Greenleaf's mortgage, we conclude that the Bank lacked standing to seek foreclosure on the mortgage and accompanying note," *Id* at ¶ 17. Implied in this

holding is the proposition that it could be possible on other facts to prove ownership of the mortgage. Because the parties have failed to answer, the Court concludes that they have no interest in taking, or have no reason to take, a position contrary to the Bank's. Under these circumstances, the Court declines to hold further hearings concerning the averments in the complaint. In this case, it makes little sense to cause the parties' rights with regard to this property, note, and mortgage to remain unresolved and the Court Grants the Declaratory relief that the plaintiff seeks.

Dated: February 13, 2017



WILLIAM ANDERSON
JUSTICE, SUPERIOR COURT