

DOCKET NO: DBDCV176021528S

SUPERIOR COURT

BAYVIEW LOAN SERVICING, LLC  
V.  
ZANE, CYNTHIA J., A/K/A CYNTHIA  
ZANE Et Al

JUDICIAL DISTRICT OF DANBURY  
AT DANBURY

10/2/2018

ORDER

ORDER REGARDING:  
04/03/2018 115.00 MOTION FOR SUMMARY JUDGMENT

The foregoing, having been considered by the Court, is hereby:

ORDER: GRANTED

In this matter, the plaintiff has filed a motion for summary judgment, as to liability only, against Cynthia Zane ("Zane"). In support of its motion, the plaintiff has filed a memorandum of law, along with an affidavit.

The plaintiff's complaint, dated December 15, 2016, alleges that Zane executed a note in the amount of \$207,740.00 from Bank of America N.A. on June 27, 2008. The complaint alleges that Zane, in order to secure the note, executed and recorded an open-end mortgage deed with respect to her property. The complaint further alleges that the last payment received by plaintiff was for the November 1, 2013 payment and that the outstanding principal balance due on the note is \$204,768.03. In support of plaintiff's memorandum of law is the affidavit of Keli Smith ("Smith"), a document coordinator with Bayview Loan Servicing. Smith avers that she has personal knowledge of the records in connection with the Zane matter. According to Smith, Bayview Loan Servicing is the holder of the note that Zane executed in exchange for \$207,740.00 on June 27, 2008. Smith further states that on that same date, Zane executed and recorded an open end mortgage deed to secure the note. Both a copy of the note and a copy of the mortgage were incorporated by reference in Smith's affidavit, and were attached and subsequently examined by the court. In addition, and also incorporated by reference in Smith's affidavit, all assignments that resulted in the standing that Bayview Loan Servicing now asserts, were attached and subsequently examined by the court. Smith also swears that there had been a default in the note and mortgage, with the last installment of principal and interest received was for the payment due November 1, 2013. Finally, Smith states that Zane was provided with all mandatory notices and letters as required by state and federal law, and has attached and incorporated by reference those items, which the court has also examined.

Although Zane has submitted an answer, there are no special defenses contained within that answer (any special defense previously filed were stricken as a matter of law).

A close examination of the complaint, motion for summary judgment, supporting memorandum of law, affidavit and attachments thereto reveals that there are no genuine issues of material fact as to liability and the plaintiff is therefore entitled to judgment as a matter of law. The plaintiff's motion is, accordingly, granted.

Copy of order mailed to all parties.

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Judge: KEVIN S RUSSO