

DEUTSCHE BANK NATIONAL TRUST COMPANY

v.

MICHAEL J. MONZEL et al.

Submitted on Briefs November 29, 2017

Decided December 7, 2017

Panel: ALEXANDER, MEAD, JABAR, HJELM, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

Michael J. Monzel and Dawn L. Monzel appeal from a judgment of foreclosure entered by the District Court (Rumford, *Dow, J.*) in favor of Deutsche Bank National Trust Company on its complaint for foreclosure concerning the Monzels' real property located in Newry. The Monzels, without recognizing the deferential standards of review that we apply on appeal, advance numerous insubstantial and unsupported objections to the trial process and the trial court's decision. *See Millay v. McKay*, 2017 ME 39, ¶¶ 10-11, 13, 157 A.3d 218. The Monzels' challenges focus on Deutsche Bank's standing to seek a foreclosure, the sufficiency of the evidence supporting the judgment, and the court's denial of the Monzels' pretrial motions.

Contrary to the Monzels' contention, the court did not err in concluding that Deutsche Bank had standing to seek a foreclosure of their Newry property where Deutsche Bank owned the mortgage securing the promissory note and held the promissory note, which was endorsed to Deutsche Bank. *See* 14 M.R.S. § 6321 (2016); *Bank of Am., N.A. v. Greenleaf*, 2014 ME 89, ¶¶ 6-12, 96 A.3d 700.

The Monzels argue that the court erred by finding that Deutsche Bank satisfied each of the elements of proof required to support a judgment of foreclosure. *See Greenleaf*, 2014 ME 89, ¶ 18, 96 A.3d 700. We review the trial court's findings of fact for clear error. *Pelletier v. Pelletier*, 2012 ME 15, ¶ 13, 36 A.3d 903. "In the absence of a motion for additional findings of fact and conclusions of law pursuant to M.R. Civ. P. 52(b), we will infer that the trial court made any factual inferences needed to support its ultimate conclusion." *Id.* ¶ 20. The court properly concluded that the Monzels were not occupying the Newry property as their primary residence, and, therefore, the foreclosure action was not subject to the provisions of 14 M.R.S. § 6111 (2016). *See Bordetsky v. JAK Realty Tr.*, 2017 ME 42, ¶¶ 6-7, 157 A.3d 233. Furthermore, there is competent evidence in the record to support the court's explicit and implicit findings that each of the eight elements of foreclosure was satisfied.

The Monzels further argue that the court abused its discretion by denying their pretrial motions because, they allege, Deutsche Bank did not timely file its opposition to the motions. Contrary to their contention, Deutsche Bank did file timely responses, but even if the Monzels' motions were unopposed, the trial court was not required to grant them. *See* M.R. Civ. P. 7(b)(7).

To the extent the Monzels raise any other issues on appeal, their contentions are either without merit or are not properly argued, and we do not consider them further. *See Bayview Loan Servicing, LLC v. Bartlett*, 2014 ME 37, ¶ 15 n.5, 87 A.3d 741 (stating that a party waives any argument that it fails to adequately develop in briefing); *Mehlhorn v. Derby*, 2006 ME 110, ¶ 11, 905 A.2d 290 ("[I]ssues adverted to in a perfunctory manner, unaccompanied by some effort at developed argumentation, are deemed waived.").

The entry is:

Judgment affirmed.

Seth T. Carey, Esq., Carey Law, Rumford, for appellants Michael J. Monzel & Dawn Monzel

Paula Lee-Chambers, Esq., and Marissa I. Delinks, Esq., Hinshaw & Culbertson LLP, Boston, Massachusetts, for appellee Deutsche Bank National Trust Company

Rumford District Court docket number RE-2016-20
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