

WILMINGTON TRUST, NATIONAL ASSOCIATION

v.

TERRI L. BROWN et al.

Submitted on Briefs February 26, 2018

Decided March 6, 2018

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

MEMORANDUM OF DECISION

Terri L. Brown appeals from a post-judgment order entered by the District Court (Calais, *Romei, J.*) granting the bank's motions to extend the filing date of a judgment of foreclosure and sale and to extend the deadline to conduct the foreclosure sale. Brown also appeals the court's order denying her post-judgment motion to dismiss.

The court did not abuse its discretion in ordering an extension of the deadline to record the judgment of foreclosure and sale pursuant to 14 M.R.S. § 2401 (2017), or in finding good cause to extend the deadline for the publication of the notice of sale and for conducting the public sale pursuant to 14 M.R.S. § 6323 (2017). *See Sager v. Town of Bowdoinham*, 2004 ME 40, ¶ 11, 845 A.2d 567 (stating that an abuse of discretion may be found only when an appellant demonstrates that the decision-maker "exceeded the bounds of the reasonable choices available to it, considering the facts and circumstances of the particular case and the governing law"). It is within the court's discretion to extend the deadlines set out in 14 M.R.S. §§ 2401 and 6323 after the deadlines have already passed. *See LeFay v. Coopersmith*, 576 A.2d 192, 195 (Me. 1990) (affirming the grant of an extension sought after the original

deadline had passed, noting that “no time limit is provided in [the statute at issue] within which a [party] must seek an extension”).

The court also did not abuse its discretion in denying Brown’s post-judgment motion to dismiss based on the bank’s failure to comply with the deadlines set out in 14 M.R.S. §§ 2401(3) and 6323(1). *See* 14 M.R.S. § 2401(3) (“Failure to comply with this section does not affect the validity of the underlying judgment.”); *KeyBank Nat’l Ass’n v. Sargent*, 2000 ME 153, ¶ 38, 758 A.2d 528 (“[A]ny error in the *sale* process should not serve as grounds to set aside the foreclosure *judgment* itself.”).

The entry is:

Judgment affirmed.

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