

KITTERY POINT PARTNERS, LLC

v.

BAYVIEW LOAN SERVICING, LLC, et al.

Argued November 5, 2019
Decided November 12, 2019

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

MEMORANDUM OF DECISION

Kittery Point Partners, LLC (KPP), appeals from a summary judgment entered by the Superior Court (York County, *Douglas, J.*) in favor of Bayview Loan Servicing, LLC, and M&T Mortgage Corporation (collectively Bayview) on KPP's complaint seeking a declaratory judgment concerning a promissory note and mortgage executed by KPP that were later acquired by Bayview. KPP asked the court to declare that it owed Bayview nothing under the note, and to order Bayview to refund all payments that KPP had made.

Contrary to KPP's contention, viewing the summary judgment record in the light most favorable to KPP, *see Lee v. Town of Denmark*, 2019 ME 54, ¶ 2, 206 A.3d 907, the court did not err in finding that a release of "any and all claims" executed by KPP in return for Bayview's forbearance in a foreclosure action was valid and "extinguishe[d] [KPP's] cause of action." *See 2301 Cong. Realty, LLC v. Wise Bus. Forms, Inc.*, 2014 ME 147, ¶ 10, 106 A.3d 1131. Accordingly, Bayview was entitled to a judgment as a matter of law. M.R. Civ. P. 56(c).

The entry is:

Judgment affirmed.

George J. Marcus, Esq. (orally), and Katherine M. Krakowka, Esq., Marcus Clegg, Portland, for appellant Kittery Point Partners, LLC

Andrew W. Sparks, Esq. (orally), and William J. Kennedy, Esq., Drummond & Drummond, LLP, Portland, for appellee Bayview Loan Servicing, LLC, et al.

York County Superior Court docket number CV-2011-177
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