

U.S. BANK, N.A., AS TRUSTEE FOR LEHMAN ABS MANUFACTURED HOUSING  
CONTRACT SENIOR/SUBORDINATE ASSET-BACKED CERTIFICATE TRUST,  
SERIES 2001-B

v.

MICHAEL A. TURNER

Submitted on Briefs May 30, 2019  
Decided June 18, 2019

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

MEMORANDUM OF DECISION

Michael A. Turner appeals from a judgment of the District Court (Skowhegan, *Benson, J.*) granting the motion of U.S. Bank, N.A., as Trustee for Lehman ABS Manufactured Housing Contract Senior/Subordinate Asset-Backed Certificate Trust, Series 2001-B (U.S. Bank), to extend the deadline for commencing publication of a notice of sale of foreclosed property to which Turner previously held equitable title.<sup>1</sup> *See* 14 M.R.S. § 6323 (2018). Contrary to Turner’s arguments, the court did not err or abuse its discretion by granting U.S. Bank’s motion to extend the deadline.<sup>2</sup> *See* 14 M.R.S.

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<sup>1</sup> Turner also appeals from the court’s denial of his motion for reconsideration and from the court’s order adopting U.S. Bank’s findings of fact and conclusions of law. By order dated April 10, 2018, we consolidated all three of Turner’s appeals into the current matter.

<sup>2</sup> Furthermore, because Turner failed to redeem the property after the foreclosure judgment, his rights in the foreclosed property ended in March of 2017 and he did not have standing to challenge the trial court’s order granting the extension of the notice deadline. *See* 14 M.R.S. § 6322 (2018); 14 M.R.S. § 6323(1) (2018) (“Upon expiration of the period of redemption, if the mortgagor . . . ha[s] not redeemed the mortgage, any remaining rights of the mortgagor to possession terminate . . . .”); *Collins v. State*, 2000 ME 85, ¶ 6, 750 A.2d 1257; *Duprey v. Eagle Lake Water & Sewer Dist.*, 615 A.2d 600, 604 (Me. 1992) (“When that equity of redemption has been lost by the expiration of

§ 6323(3); *cf. In re Children of Shirley T.*, 2019 ME 1, ¶ 19 n.9, 199 A.3d 221; *Richter v. Ercolini*, 2010 ME 38, ¶ 15, 994 A.2d 404.

The entry is:

Judgment affirmed.

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Michael Turner, appellant pro se

William B. Jordan, Esq., and Leonard F. Morley, Jr., Esq., Korde & Associates, P.C., South Portland, for appellee U.S. Bank, N.A.

Skowhegan District Court docket number RE-2016-25  
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the statutory period, nothing remains in the mortgagor except the contingency that exceptional circumstances may exist which will entitle him to equitable relief. His legal title was conveyed when he executed the mortgage and his equitable title disappeared with the expiration of the period of redemption.” (quotation marks omitted)).