

CARRINGTON MORTGAGE SERVICES, LLC

v.

ROY L. BRISLEY et al.

Argued September 13, 2023

Decided October 17, 2023

Panel: STANFILL, C.J., and MEAD, JABAR, HORTON, CONNORS, LAWRENCE,  
and DOUGLAS, JJ.

MEMORANDUM OF DECISION

Roy L. Brisley appeals from a judgment of foreclosure entered by the Superior Court (Aroostook County, *Nelson, J.*) in favor of Carrington Mortgage Services, LLC, concerning Brisley's real property in Oakfield.<sup>1</sup> Contrary to Brisley's contention, on this record a 2019 quitclaim assignment from Key Financial Corporation, the original lender, to Carrington, the final servicer, was effective to convey ownership of Brisley's mortgage and thus standing to foreclose. *See U.S. Bank, N.A. v. Beedle*, 2020 ME 84, ¶ 11, 236 A.3d 433 (stating that a foreclosure plaintiff must prove ownership of the mortgage in order to establish standing); *U.S. Bank, N.A. v. Gordon*, 2020 ME 33, ¶ 11, 227 A.3d 577 (holding that the original lender's ratification of a MERS assignment "gave effect to the previously ineffective . . . assignment" and thus conferred standing).

Although Key Financial, a Florida corporation, had been administratively dissolved in that state prior to executing the quitclaim assignment, it retained

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<sup>1</sup> Party-in-interest United States Department of Housing and Urban Development did not participate in the trial of this matter and has not filed a brief.

the authority to conduct “winding up” activities, including transferring Brisley’s mortgage to Carrington. *See* Fla. Stat. Ann. §§ 607.1405(1),<sup>2</sup> 607.1421(3)<sup>3</sup> (West 2019); *New Life Rehab Med. Ctr. v. Mercury Ins. Co. of Fla.*, 326 So. 3d 1178, 1179 (Fla. Dist. Ct. App. 2021); *Hock v. Triad Guar. Ins. Corp.*, 292 So. 3d 37, 39 (Fla. Dist. Ct. App. 2020); *Winding Up*, Black’s Law Dictionary (11th ed. 2019).

We have considered and do not find persuasive Brisley’s assertions that (A) the quitclaim assignment was ineffective in Maine regardless of Key Financial’s authority to execute it in Florida, *see* 13-C M.R.S. § 1502(5) (2023); *Clearwater Artesian Well Co., Inc. v. LaGrandeur*, 2007 ME 11, ¶ 6, 912 A.2d 1252; (B) a Florida statute of limitations barred the execution of the quitclaim assignment after four years following Key Financial’s dissolution, *see* Fla. Stat. Ann. § 1407(3) (West 2019);<sup>4</sup> and (C) the record contained “no evidence whatsoever” that the Key Financial officer who executed the quitclaim assignment had the authority to do so following the corporation’s dissolution.

The entry is:

Judgment affirmed.

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Patrick E. Hunt, Esq. (orally), Patrick E. Hunt, P.A., Island Falls, for appellant Roy L. Brisley

Erika Hoover, Esq., Korde & Associates, P.C., South Portland, and William A. Fogel, Esq. (orally), Brock & Scott PLLC, Portland, for appellee Carrington Mortgage Services, LLC

Aroostook County Superior Court docket number RE-2019-70  
FOR CLERK REFERENCE ONLY

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<sup>2</sup> A subsequent amendment made changes that do not affect this appeal. *See* Fla. Stat. Ann. § 607.1405(1) (West 2023).

<sup>3</sup> Section 607.1421(3) was repealed effective January 1, 2020, and is now codified in the substantively identical Fla. Stat. Ann. § 607.1420(5) (West 2023). 2019 Fla. Laws ch. 2019-90, §§ 185, 186 (effective Jan. 1, 2020).

<sup>4</sup> A subsequent amendment made changes that do not affect this appeal. *See* Fla. Stat. Ann. § 607.1407(2) (West 2023).