

DEUTSCHE BANK NATIONAL TRUST CO.

v.

DUANE K. HINKLEY

Submitted on Briefs April 30, 2008

Decided May 15, 2008

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER and MEAD, JJ.

MEMORANDUM OF DECISION

Duane K. Hinkley appeals from a summary judgment entered in the District Court (West Bath, *Field, J.*) in favor of Deutsche Bank National Trust Company on its complaint for foreclosure. Contrary to Hinkley's argument, Option One Bank's failure to provide Hinkley with notice of its assignment of his mortgage did not prevent Deutsche Bank from becoming the assignee of that mortgage, *see* 9-A M.R.S. § 1-202(8) (2006) (exempting certain loans from the requirements of title 9-A, article 9 if the lender is a supervised financial organization);¹ *see also* *ABN AMRO Mortgage Group v. Willis*, 2003 ME 98, ¶ 5, 829 A.2d 527, 529 (holding failure to provide notice is an affirmative defense), nor was Deutsche Bank required to send a subsequent notice of default and right to cure when Option One Bank provided such notice, the time to cure had elapsed, and the note had been accelerated, *see* 14 M.R.S. § 6111 (2007) (requiring notice of default and right to cure *prior* to accelerating the debt or enforcing the mortgage). Consequently, there were no genuine issues of material fact in dispute and summary judgment was appropriate. *Stanley v. Hancock County Comm'rs*, 2004 ME 157, ¶ 13, 864 A.2d 169, 174.

¹ Title 9-A M.R.S. § 1-202 has since been amended by P.L. 2007, ch. 273, § C-1 (codified at 9-A M.R.S. § 1-202 (2007)).

The entry is:

Judgment affirmed.

Attorney for Duane K. Hinkley:

John D. Clifford, IV, Esq.
Clifford & Golden, PA
5 Maple Street
PO Box 368
Lisbon Falls, Maine 04252

**Attorney for Deutsche Bank National
Trust Company:**

Brent A. York, Esq.
Phillips, Olore, Dunlavy & York, P.A.
480 Main Street, 4th Floor
PO Box 1087
Presque Isle, Maine 04769-1087