

CHARLES H. HOUSMAN, TRUSTEE et al.

v.

ROBERTA A. GOLDEN

Submitted on Briefs April 30, 2009

Decided May 12, 2009

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

MEMORANDUM OF DECISION

Roberta Golden appeals from two judgments entered in the Superior Court (York County, *Brennan, J.*) in favor of plaintiff lenders Charles J. Housman, as Trustee of the Pine Banks Nominee Trust, and Wallace Capital, LLC, on their complaint, brought pursuant to 14 M.R.S.A. §§ 6321-25 (2003),¹ for a foreclosure judgment and sale. Contrary to Golden's contentions, the court did not violate her right of due process when it entered the judgments of foreclosure without first conducting an evidentiary hearing on her allegation that an allonge agreement, entered into in settlement of the claims, had been modified. Golden acknowledged in the allonge agreement that she had defaulted on the promissory notes. She also agreed that a judgment of foreclosure could be entered upon any further defaults. Golden defaulted by failing to pay the underlying obligations by the date set forth in the allonge agreement. The agreement further provided that the court could accept an affidavit as evidence of any default and would have the discretion either to enter a judgment of foreclosure or to conduct a hearing. The allonge agreement is a binding contract in settlement of the defaults. *See Muther v. Broad Cove Shore*

¹ Because the foreclosure action was commenced in 2006, we cite to the statutory scheme as it was written at that time. 14 M.R.S.A. § 6321-25 (2003). Since 2006, sections 6321 and 6323 have been amended. P.L. 2007, ch. 391, § 9 (effective Sept. 20, 2007) (codified at 14 M.R.S. § 6321 (2008)); P.L. 2007, ch. 103, § 1 (effective Sept. 20, 2007) (codified at 14 M.R.S. § 6323 (2008)). These amendments have no bearing on this case.

Ass'n, 2009 ME 37, ¶ 6, --- A.2d ---, --- (settlement agreements are analyzed as contracts). By entering into the allonge agreement, Golden waived any due process argument on this issue, as to either the defaults or the amounts owed. *See Verizon New England, Inc. v. Pub. Utils. Comm'n*, 2005 ME 16, ¶ 14, 866 A.2d 844, 849 (it is well settled that a party may waive a constitutional right).

The entry is:

Judgments affirmed.

Roberta A. Golden, pro se:

Roberta A. Golden
41 Pleasant Street
Framingham, Massachusetts 01701

**Attorney for Charles H. Housman, Trustee
of the Pine Banks Nominee Trust:**

Alan E. Shepard, Esq.
Read & Shepard
93 Main Street
Kennebunk, Maine 04043