

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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FORETHOUGHT LIFE INSURANCE COMPANY,

Index No. EF036595/2023

Plaintiff,

VERIFIED ANSWER

-against-

156 GRANDVIEW AVENUE LLC, PAMELA LEE
BROWN A/K/A PAMELA BROWN LEE A/K/A
PAMELA BROWN-LEE A/K/A PAMELA BROWN
COMMERCIAL LENDER LLC, ROCKLAND COUNTY
CLERK’S OFFICE, NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE “JOHN DOE” AND
“JANE DOE” said names being fictitious, it being the
intention of Plaintiff to designate any and all occupants of
premises being foreclosed herein,

Defendants,

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The defendant, **156 GRANDVIEW AVENUE, LLC, AND PAMELA BROWN LEE**
answering the complaint of the plaintiff herein, respectfully alleges upon information and belief as
follows:

FIRST: Denies any knowledge or information thereof, sufficient to form a belief as to the
truth of the allegations contained in the paragraphs of the complaint designated “1”, “2”, “3”, “4”, “5”,
“8”, “11”, “14”, “15”, “17”, “18”, “19”, “20”, “21”, “22”, “23”, “24”, “26”, “28”, “29”, “30”, “32”, “34”,
“35”, “36”, “37”, “39”, “40” and leaves all questions of fact and law to this honorable court.

SECOND: Denies each and every allegation in the paragraphs of the complaint designated as
follows: “6”, “7”, “9”, “10”, “12”, “13”, “16”, “25”, “27”, “33”, “38” and “41”.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

THIRD: Plaintiff’s complaint fails to set forth a cause of action.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

FOURTH: Plaintiff has breached the terms and conditions of the mortgage instrument to the detriment of the answering defendants.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

FIFTH: Plaintiff is not owed said amount set forth in the complaint.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

SIXTH: The plaintiff has failed to comply with and is in violation of the Deceptive Practices Act in General Business Law section 349.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

SEVENTH: The plaintiff has violated sections 6-1 and 6-m of the New York State Banking Law and section 1304 of the NYS Real Property and Procedures Law.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

EIGHTH: The Plaintiff lacks jurisdiction over the defendant Pamela Brown Lee. Plaintiff has failed to properly serve the said defendant.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

NINETH: The Plaintiff's claims against the Defendants are barred by the doctrines of waiver and estoppel.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

TENTH: The plaintiff's claims are barred by the Statute of Frauds.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

ELEVENTH: The mortgage is unenforceable, either in whole, or in part, pursuant to the doctrine of unclean hands and said mortgage foreclosure has been commenced in violation of the NYS moratorium imposed on commercial and residential mortgage foreclosures, inter alia, Executive order 202.28 and 202.57 and all other Executive Orders, rules, statutes, and directives all imposed due to Covid-19.

AS AND FOR DEFENDANT'S TENTH AFFIRMATIVE DEFENS
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

TWELFTH: The Plaintiff has failed to comply with the condition's precedent in the mortgage in that no 30-day notice of default was received by the Defendants.

AS AND FOR DEFENDANT'S ELEVENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

THIRTEENTH: Plaintiff has failed to comply with the requirements of NY Real Property and Proceedings Law Section 1304, the 90-day notice requirement, a condition precedent to this foreclosure action.

AS AND FOR DEFENDANT'S TWELFTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

FOURTEENTH: Plaintiff violated the early intervention requirements of the Real Estate Settlement and Procedures Act (12 C.F.R. Section 1024.39) the loan servicer did not attempt to establish live contact with defendant to inform defendant of the availability of loss mitigation options and/or within 45 days of defendant's delinquency the loan servicer did not send defendant written notice that

included contact information for the servicer, a description of loss mitigation options available from the servicer, information about applying for loss mitigation and a website listing housing counselors.

AS AND FOR DEFENDANT'S THIRTEENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

FIFTEENTH: Plaintiff has impermissibly filed this foreclosure during the pre-foreclosure review period in violation of Section 1024.41 of the Real Estate Settlement Procedures Act because the action was commenced before defendant's loan was more than 120 days delinquent and/or defendant has submitted a complete loss mitigation application to her loan servicer but plaintiff has commenced this action (1) before the loan servicer made a decision on that application, (2) before the time period to appeal the loan servicer's decision lapsed or (3) before the loan servicer made a decision on an appeal defendant has submitted in connection with the loss mitigation application.

AS AND FOR DEFENDANT'S FOURTEENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

SIXTEENTH: Plaintiff lacks standing as it was never properly assigned the note and mortgage and is not a proper mortgagee of record.

AS AND FOR DEFENDANT'S FIFTHTEENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

SEVENTEENTH: The Plaintiff is not in possession of the original note and therefore does not have the authority to bring this action.

AS AND FOR DEFENDANT'S SIXTHTEENTH AFFIRMATIVE DEFENSE
DEFENDANT ALLEGES UPON INFORMATION AND BELIEF

EIGHTEENTH: Defendant is entitled to recover attorney's fees for defending this foreclosure action pursuant to New York Real Property Law Section 282.

WHEREFORE, the answering defendant, 156 Grandview Avenue LLC and Pamela Brown Lee demand judgment dismissing the complaint of the plaintiff herein, for the entry of judgment vacating the mortgage of record or in the alternative that the mortgage be recast, together with judgement on its cross claim together with the costs and disbursements of this action.

Dated: April 5, 2024
Middletown, New York

By:



JOSEPH E. RUYACK, ESQ.

Attorney for Defendants – 156 Grandview Ave. LLC
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