

STATE OF CONNECTICUT
APPELLATE COURT

Date: Hartford, March 3, 2020

To the Chief Clerk of the Appellate Court.

The Appellate Court has decided the following case:

CHESWOLD (TL), LLC, BMO HARRIS BANK, N.A.

v.

Opinion by Pellegrino, J.

MATTHEW J. KWONG ET AL.

Docket No. AC 42221

Trial Court Docket No. DBDCV156017197S

The judgment is affirmed and the case is remanded for the purpose of setting a new sale date.



Chief Judge.

Rescript

APPENDIX A

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CHESWOLD (TL), LLC, BMO HARRIS BANK, N.A. v.
MATTHEW J. KWONG ET AL.
(AC 42221)

Alvord, Devlin and Pellegrino, Js.

Syllabus

The plaintiff, C Co., sought to foreclose municipal tax liens on certain real property owned by the defendant K. Following K's failure to pay his property taxes for a number of years, the town of Newtown imposed liens on the subject property and recorded them on the town land records. Thereafter, the tax liens were assigned to C Co., which recorded the assignment on the town land records. After C Co. had commenced this action, it assigned the tax liens to A Co., which was substituted as the plaintiff. The assignment to A Co. was not recorded on the town land records. K thereafter moved to dismiss the action for lack of subject matter jurisdiction on the ground that A Co. lacked standing to foreclose the property because the assignment of the tax liens to it was not recorded. The trial court denied K's motion to dismiss, concluding that A Co.'s failure to record the assignment did not deprive it of standing. Thereafter, the trial court rendered a judgment of foreclosure by sale, from which K appealed to this court. *Held* that the trial court properly denied K's motion to dismiss, as that court correctly determined that A Co. had standing to pursue the foreclosure action; contrary to K's claim, A Co.'s failure to record the assignment of the tax liens on the town land records did not deprive it of standing, as the more specific statute (§ 12-195h) and rule of practice (§ 10-70) governing the assignment and foreclosure of tax liens, which do not require recordation to confer standing, take precedence over the more general land transfer statute (§ 47-10), which does require it, and, furthermore, a tax lien, similar to a mechanic's lien, is more analogous to a transfer of debt than to a transfer of title and, as such, is not considered a conveyance under § 47-10.

Argued November 18, 2019—officially released March 3, 2020

Procedural History

Action to foreclose municipal tax liens on certain real property owned by the named defendant, and for other relief, brought to the Superior Court in the judicial district of Danbury, where the defendant Capitol One Bank (USA), N.A., et al. were defaulted for failure to appear; thereafter, ATCF REO Holdings, LLC, was substituted as the plaintiff; subsequently, the court, *Mintz, J.*, denied the named defendant's motion to dismiss and rendered a judgment of foreclosure by sale, from which the named defendant appealed to this court. *Affirmed*.

Matthew J. Kwong, self-represented, the appellant (named defendant).

David L. Gussak, for the appellee (substitute plaintiff).

Opinion.

PELLEGRINO, J. The self-represented defendant, Matthew J. Kwong,¹ appeals from the trial court's judgment of foreclosure by sale of his property located at 9 Bradley Lane in the village of Sandy Hook in Newtown (property). He claims that the court erred in denying his motion to dismiss for lack of subject matter jurisdiction on the ground that the substituted plaintiff, ATCF REO Holdings, LLC (ATCF),² lacked standing to foreclose the property because the assignment of certain municipal tax liens to ATCF was not recorded on the Newtown land records. Accordingly, the principal issue in this appeal is whether the assignment of a municipal tax lien is required to be recorded on the land records in order for the assignee to have standing to foreclose the property, which is an issue of first impression for this court. For the following reasons, we conclude that such recording is not required and affirm the judgment of the trial court.

The following undisputed facts are relevant to our disposition of this appeal. From 2009 to 2014, the defendant failed to pay municipal taxes to the town of Newtown (town). As a result, the town imposed tax liens on the defendant's property and recorded them on the town's land records. The town then assigned the tax liens to American Tax Funding, LLC, and recorded the assignment on the land records. The tax liens were then assigned to Cheswold (TL), LLC, BMO Harris Bank, N.A. (Cheswold), which recorded the assignment.

On April 6, 2015, Cheswold commenced this foreclosure action. On May 8, 2015, Cheswold filed a motion for default against the defendant for his failure to appear, which the court granted. At that point, the defendant had not yet filed an appearance in the case. Cheswold subsequently filed a motion for a judgment of strict foreclosure. The trial court rendered a judgment of foreclosure by sale and set a sale date. The defendant filed an appearance on August 24, 2015, and, thereafter, filed a motion to open and vacate the judgment, which the trial court granted.

While the case was pending, Cheswold assigned the tax liens to ATCF. The assignment was not recorded on the town land records. Cheswold then filed a motion to substitute ATCF as a party plaintiff in this case. The trial court granted the motion and substituted ATCF as the party plaintiff. Thereafter, ATCF filed a motion for default as to the defendant for failure to plead, which the trial court denied.

Following the denial of the motion for default, ATCF filed a motion for a judgment of strict foreclosure. At the April 26, 2018 hearing on the foreclosure motion, the defendant, by oral motion, sought to dismiss the action for lack of standing because ATCF failed to record the assignment of the tax liens. The trial court,

Mintz, J., faced with a question of subject matter jurisdiction, suspended the hearing and gave both parties an opportunity to file briefs on the issue of whether the assignment of the tax liens to ATCF must be recorded on the town land records in order for the substituted plaintiff to have standing to foreclose the liens, as argued by the defendant. In response, the parties stipulated that if the motion to dismiss was denied, then the action would be disposed of by a foreclosure by sale in accordance with the findings that the parties had agreed on.³ On September 14, 2018, the trial court denied the defendant's motion to dismiss, finding that there was no requirement that the assignment be recorded on the town land records. Consequently, the court rendered a judgment of foreclosure by sale and set a sale date of March 9, 2019. This appeal followed.

On appeal, the defendant claims that the trial court improperly found that ATCF had standing to pursue the foreclosure action because the assignment of the tax liens on the defendant's property had not been recorded on the town land records.

We begin by setting forth the well established standard of review. "Standing is the legal right to set judicial machinery in motion. One cannot rightfully invoke the jurisdiction of the court unless he [or she] has, in an individual or representative capacity, some real interest in the cause of action, or a legal or equitable right, title or interest in the subject matter of the controversy. . . . Where a party is found to lack standing, the court is consequently without subject matter jurisdiction to determine the cause. . . . Our review of this question of law is plenary." (Citations omitted; internal quotation marks omitted.) *J.E. Robert Co. v. Signature Properties, LLC*, 309 Conn. 307, 318, 71 A.3d 492 (2013). "In ruling [on] whether a complaint survives a motion to dismiss, a court must take the facts to be those alleged in the complaint, including those facts necessarily implied from the allegations, construing them in a manner most favorable to the pleader. . . . If . . . the plaintiff's standing does not adequately appear from all materials of record, the complaint must be dismissed." (Citation omitted; internal quotation marks omitted.) *Burton v. Dominion Nuclear Connecticut, Inc.*, 300 Conn. 542, 550, 23 A.3d 1176 (2011).

This is a case of first impression. The sole issue before this court is whether the trial court erred in denying the defendant's motion to dismiss for ATCF's alleged lack of standing. The defendant maintains that ATCF lacks standing to foreclose the property because the assignment of the tax liens was not recorded. The defendant contends that General Statutes § 47-10,⁴ the land transfer recordation statute, requires that all "conveyances" be recorded in order to be effective and that tax liens are "conveyances" for the purposes of that statute. ATCF disagrees, arguing that Practice Book

§ 10-70, which governs the foreclosures of municipal tax liens, and General Statutes § 12-195h, detailing the rights and obligations of assignees of municipal tax liens, are the “prevailing and controlling authority, neither of which impose the requirement that an assignment of the tax lien must be recorded in order to maintain a foreclosure action of the lien.”

In its memorandum of decision, the trial court cited this court’s decision in *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, 167 Conn. App. 183, 143 A.3d 1121 (2016), which addressed a similar issue in the context of a mechanic’s lien. In that case, the defendant appealed, claiming that the trial court improperly concluded that the defendant lacked standing to foreclose a mechanic’s lien, which was otherwise validly assigned, because the assignment of the lien was not recorded. *Id.*, 185. This court reversed the judgment concluding that the trial court incorrectly had applied the recordation requirements of § 47-10. *Id.*, 202. This court, applying principles of statutory interpretation, determined that the more specific statutes governing mechanic’s liens, which did not require recordation, should apply over more general statutes governing transfers of title, which required recordation, namely, § 47-10.⁵ *Id.*, 199.

The court in *Astoria Federal Mortgage Corp.* further determined that the assignment of a mechanic’s lien was more akin to a transfer of debt than to a transfer of title. *Id.*, 201. It relied on General Statutes § 49-33 (i), which provides that “[a]ny mechanic’s lien may be foreclosed in the same manner as a mortgage.” See *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, *supra*, 167 Conn. App. 200. This court explained that mortgage foreclosures are governed by General Statutes § 49-17, which provides that “a valid assignee of a mortgage note has standing to foreclose irrespective of whether that assignee records the assignment prior to instituting the action.” *Id.*, 202. In addition, this court concluded that “the failure of an assignee of a mechanic’s lien to record an otherwise valid assignment of the lien does not deprive the assignee of the lien of standing to commence a foreclosure action.” *Id.*, 204.

Relying on *Astoria Federal Mortgage Corp.*, the trial court in the present case determined that ATCF did not lack standing to foreclose for failure to record the assignment of the municipal tax liens. The trial court stated that the specific procedures governing the foreclosure of tax liens, found in General Statutes § 12-195h⁶ and Practice Book § 10-70,⁷ do not contain any requirement that the assignment of a tax lien be recorded in order for the owner of the lien to have standing to foreclose. Further, the trial court concluded that the assignment of a tax lien, similar to that of a mechanic’s lien, is more closely akin to the assignment

of a mortgage rather than a conveyance of title and that, as such, the failure to record the assignment is not fatal to standing.

On the basis of our review, we agree with the trial court's analysis and conclusion that the assignee's failure to record the assignment of a tax lien does not deprive it of standing to bring a foreclosure action. As in *Astoria Federal Mortgage Corp.*, we conclude that the more specific statutes governing tax liens, which do not require recordation, should take precedence over the more general land transfer statutes, which do require it. Here, § 12-195h and Practice Book § 10-70 control both the assignment and foreclosure of municipal tax liens. They do not require that the assignment of liens be recorded to confer standing. Further, we agree with the trial court that a tax lien, similar to a mechanic's lien, is more analogous to a transfer of debt than to a transfer of title and, as such, is not considered a "conveyance" under § 47-10. Therefore, we conclude that the trial court properly denied the defendant's motion to dismiss and rendered judgment of foreclosure by sale in accordance with the findings as stipulated by the parties.

The judgment is affirmed and the case is remanded for the purpose of setting a new sale date.

In this opinion the other judges concurred.

¹ Capitol One Bank (USA), N.A., and Portfolio Recovery Associates, LLC, were named as defendants in this case as subsequent encumbrancers in interest. Neither of these defendants is a party to this appeal. We therefore refer in this opinion to Kwong as the defendant.

² The original plaintiff in this case, Cheswold (TL), LLC, BMO Harris Bank, N.A., filed a motion to substitute ATCF as the party plaintiff, which was granted by the trial court.

³ The trial court rendered the judgment of foreclosure by sale with the following agreed on findings: "Debt: \$61,264.03 as of [September 13, 2018]"; "Attorney's Fees: \$5850"; "Total: \$67,114.03"; "Appraisal Fee: \$700"; "Title Search Fee: \$225"; "Fair Market Value: \$160,000"; "Land: \$75,000"; and "Improvements: \$85,000."

⁴ General Statutes § 47-10 (a) provides: "No conveyance shall be effectual to hold any land against any other person but the grantor and his heirs, unless recorded on the records of the town in which the land lies. When a conveyance is executed by a power of attorney, the power of attorney shall be recorded with the deed, unless it has already been recorded in the records of the town in which the land lies and reference to the power of attorney is made in the deed."

⁵ This court explained: "In conducting this inquiry, we are guided by the statutory interpretation principle that specific terms covering the given subject matter will prevail over general language of the same or another statute which might otherwise prove controlling. . . . The provisions of one statute which specifically focus on a particular problem will always, in the absence of express contrary legislative intent, be held to prevail over provisions of a different statute more general in its coverage." (Internal quotation marks omitted.) *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, *supra*, 167 Conn. App. 199.

⁶ General Statutes § 12-195h provides in relevant part: "Any municipality . . . may assign . . . any and all liens filed by the tax collector . . . [and] the assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as such municipality . . . would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection and of preparing and recording the assignment. The assignee shall have the same rights to enforce such liens as any private party holding

a lien on real property including, but not limited to, foreclosure and a suit on the debt. . . .”

⁷ Practice Book § 10-70 (a) provides in relevant part: “In any action to foreclose a municipal tax or assessment lien the plaintiff need only allege and prove: (1) the ownership of the liened premises on the date when the same went into the tax list, or when said assessment was made; (2) that thereafter a tax in the amount specified in the list, or such assessment in the amount made, was duly and properly assessed upon the property and became due and payable . . . (4) that no part of the same has been paid; and (5) other encumbrances as required by the preceding section.”

ORDER 407901

DOCKET NO: DBDCV156017197S

SUPERIOR COURT

CHESWOLD (TL), LLC, BMO HARRIS
BANK, NA
V.
KWONG, MATTHEW J Et Al

JUDICIAL DISTRICT OF DANBURY
AT DANBURY

9/14/2018

ORDER

The following order is entered in the above matter:

ORDER:

The matter having been heard by the court, the defendant's oral Motion to Dismiss is denied. A judgment of foreclosure by sale shall enter pursuant to the Memorandum of Decision dated September 14, 2018.

JDNO-Notice of filing of memorandum of decision-9/14/18

407901

Judge: DOUGLAS C MINTZ
Processed by: Robin J. Smith

APPENDIX B

DBD CV15-6017197-S

SUPERIOR COURT

CHESWOLD (TL), LLC, BMO
HARRIS BANK, NA AND ATCF
REO HOLDINGS, LLC

JUDICIAL DISTRICT

V.

OF DANBURY

MATTHEW J KWONG, CAPITOL
ONE BANK (USA) NA, AND
PORTFOLIO RECOVERY
ASSOCIATES, LLC

SEPTEMBER 14, 2018

MEMORANDUM OF DECISION

The substituted plaintiff in this action, ATCF REO Holdings, LLC (ATCF), seeks to foreclose on tax liens levied against the real property of the defendant, Matthew Kwong. The defendant is the owner of the property located in the village of Sandy Hook, town of Newtown, known as 9 Bradley Lane, Sandy Hook, Connecticut 06482 (property).

On April 26, 2018, the parties appeared at a trial of this action. At that time, the defendant made an oral motion to dismiss, alleging that ATCF did not have standing to proceed to judgment, because the assignment of the tax liens from Cheswold (TL), LLC, BMO Harris Bank, NA (Cheswold) to ATCF had not been recorded. Because the defendant raised a question regarding the court's subject matter jurisdiction by way of his oral motion to dismiss, the court must first consider that motion. "Once the question of subject matter jurisdiction has been raised, cognizance of it must be taken and the matter passed upon before [the court] can move one further step in the cause; as any movement is necessarily the exercise of jurisdiction."

(Internal quotation marks omitted.) *Schaghticoke Tribal Nation v. Harrison*, 264 Conn. 829, 839 n.6 (2003).

9/14/18: JDN0 - Notice of filing of Memorandum
of Decision RJS

Robin J. Smith
Deputy Chief Clerk

JUDICIAL DISTRICT
OF DANBURY
STATE OF CONNECTICUT

2018 SEP 14 PM 3:43
SUPERIOR COURT

OFFICE OF THE CLERK
A-14-18
154

The basis of the defendant's motion is that General Statutes § 47-10 mandates that all "conveyances" be recorded to be effective, and an assignment of a tax lien should be considered a "conveyance." ATCF disagrees, arguing that Practice Book § 10-70, dealing with foreclosure of municipal tax liens, is silent on any requirement as to the recording of an assignment of tax liens. ATCF also argues that General Statutes § 49-17 permits foreclosure of a debt by an owner without legal title, and should apply to tax liens under the rationale of *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, 167 Conn. App. 183 (2016).

The following facts and procedural history are relevant to this decision and are not in dispute. From 2009 through 2014, the defendant failed to pay property taxes on the property to the town of Newtown (town), and the town recorded tax liens on the Newtown Land Records. Thereafter, the town assigned each of these liens to Cheswold, and these assignments were also recorded on the Newtown Land Records. Cheswold commenced this tax lien foreclosure action on April 6, 2015. The complaint, which was amended on June 12, 2017, alleges six counts for foreclosure of the tax liens.

In July, 2017, Cheswold filed, and the court granted, a motion to substitute ATCF as plaintiff on the ground that Cheswold had sold and transferred the tax liens to ATCF. The motion to substitute attached a copy of the assignment of tax liens, indicating that the liens had been assigned to ATCF on March 24, 2017. Notably, the assignment of tax liens does not indicate that it has been recorded on the appropriate land records, nor does ATCF allege that it has ever been recorded.

"[A] motion to dismiss . . . properly attacks the jurisdiction of the court, essentially asserting that the plaintiff cannot as a matter of law and fact state a cause of action that should be heard by the court." (Internal quotation marks omitted.) *Santorso v. Bristol Hospital*, 308 Conn.

338, 350 (2013). “[B]ecause the issue of standing implicates subject matter jurisdiction, it may be a proper basis for granting a motion to dismiss.” *Electrical Contractors, Inc. v. Dept. of Education*, 303 Conn. 402, 413 (2012). “If . . . the plaintiff’s standing does not adequately appear from all materials of record, the complaint must be dismissed.” (Internal quotation marks omitted.) *Burton v. Dominion Nuclear Connecticut, Inc.*, 300 Conn. 542, 550 (2011).

The single question of law currently before this court is whether ATCF’s failure to record the assignment of tax liens deprives it of standing to foreclose. This appears to be a matter of first impression in Connecticut. The procedures governing the assignment and foreclosure of tax liens are found in General Statutes § 12-195h and Practice Book § 10-70, neither of which specify whether the assignment of a tax lien must be recorded as a prerequisite to having standing to pursue a foreclosure action. Section 12-195h provides in relevant part “Any municipality . . . may assign . . . any and all liens filed by the tax collector . . . [and] [t]he assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as such municipality . . . would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection and of preparing and recording the assignment. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property including, but not limited to, foreclosure and a suit on the debt. . . .” Practice Book § 10-70 (a) provides in relevant part: “In any action to foreclose a municipal tax or assessment lien the plaintiff need only allege and prove: (1) the ownership of the liened premises on the date when the same went into the tax list, or when said assessment was made; (2) that thereafter a tax in the amount specified in the list, or such assessment in the amount made, was duly and properly assessed upon the property and became due and payable . . . (4) that no part of the same has been paid; and (5) other

encumbrances as required by the preceding section.” Other than certain required allegations specific to a tax lien, “there is no distinction in form between actions to [foreclose] municipal tax liens and actions to foreclose other liens. The foreclosure procedures are the same.” *Middletown v. P&G Enterprises Ltd. Partnership*, 45 Conn. Supp. 435, 440 (1998).

Although there exists no case law directly on point, as both parties note in their briefs, our Appellate Court addressed a similar issue relating to standing to foreclose on a mechanic’s lien in *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, supra, 167 Conn. App. 183 . In *Astoria*, the mortgagee filed a foreclosure action against both the borrower, Genesis Limited Partnership, and Professional Services Group, Inc. (PSG), which held a mechanic’s lien on the property. Id., 185. After the commencement of litigation, PSG assigned its mechanics lien to a third party, which assignment was duly recorded in the appropriate land records. Id., 186. Later, the third party assigned the mechanic’s lien back to PSG, but this assignment was not recorded until almost two years later. Id., 188. After the assignment back to PSG, but before such assignment was recorded, PSG filed a cross claim against Genesis, seeking to foreclose on the mechanic’s lien. Id. The plaintiff filed a motion to dismiss PSG’s cross claim, arguing that at the time it was filed, PSG had not recorded the re-assignment of the mechanic’s lien and therefore did not have standing. Id., 188-89.

As a matter of first impression, the *Astoria* court reversed the trial court’s granting of the motion to dismiss on the basis that the trial court improperly applied § 47-10 to the mechanic’s lien. Id., 202. The court looked to the statutes dealing specifically with mechanic’s liens – General Statutes §§ 49-17 and 49-33 – reasoning that the specific language therein “prevail[s] over the requirements of statutes that are more general in their coverage”, such as § 47-10. Id., 202. Section 49-33 provides that a mechanic’s lien can be foreclosed in the same manner as a

mortgage. Additionally, § 49-17 provides in relevant part: “When any mortgage is foreclosed by the person entitled to receive the money secured thereby but to whom the legal title to the mortgaged premises has never been conveyed, the title to such premises shall, upon the expiration of the time limited for redemption and on failure of redemption, vest in him in the same manner and to the same extent as such title would have vested in the mortgagor if he had foreclosed” The court concluded that “pursuant to [§ 49-17], a valid assignee of a mortgage note has standing to foreclose irrespective of whether that assignee records the assignment prior to instituting the action.” *Astoria Federal Mortgage Corp. v. Genesis Ltd. Partnership*, supra, 167 Conn. App. 202. The court stated that “[t]wo leading commentators on Connecticut foreclosure actions have refined the principle codified in § 49-17: Although it should be clear that the assignee of a mortgage *deed* cannot foreclose without prior compliance with . . . § 49-10 . . . such is clearly not the situation with the assignee or holder of a mortgage *note*.” (Emphasis in original; internal quotation marks omitted.) Id., 202-203. Furthermore, “the principle that the mortgage follows the note, or the debt, can be analogized to mechanic’s liens for purposes of foreclosure standing.” Id., 204.

The *Astoria* court also looked at the definition of the term “conveyance” in § 47-10, noting that, while not statutorily defined, “[i]n its most common usage [means a] transfer of title to land from one person, or class of persons, to another by deed.” (Internal quotation marks omitted.) Id., 197. A mortgage and assignment of mortgage have both been considered “conveyances” under § 47-10 by our Supreme Court, under the rationale that “[t]he assignment [of a mortgage] is in effect a conveyance of the land included in the mortgage.” (Internal quotation marks omitted.) Id. The court concluded that the assignment of a mechanic’s lien is not a “conveyance,” and therefore “noncompliance with the recording requirement of § 47-10 is

not fatal to a party's standing to bring an action to foreclose a mechanic's lien . . . [and] the [trial] court . . . erred in its determination that the defendant lacked standing to bring its cross claim by virtue of its failure to record the [assignment] prior to filing its cross claim." Id., 195.

This court holds that the reasoning in *Astoria* equally applies to tax liens and, therefore, ATCF's noncompliance with the recording requirement of § 47-10 is not fatal to its standing. As in *Astoria*, neither § 12-195h, nor Practice Book § 10-70, dealing specifically with tax liens, specify that an assignment of a tax lien must be recorded. Thus, those specific guidelines prevail over the more general recording requirement of § 47-10. In addition, the assignment of a tax lien, like a mechanic's lien, is more closely akin to a transfer of debt, not a transfer of legal title, and, therefore, also does not constitute a conveyance under § 47-10. The court notes that this outcome, based on the current state of the law and relevant statutes, may result in land records that are unclear; however, this does not change the result that ATCF, which has properly been assigned the tax lien, is foreclosing on an otherwise valid debt incurred by the defendant.

The parties have stipulated to a foreclosure by sale if the motion to dismiss is denied. For the reasons set forth in detail above, the motion to dismiss is denied, and judgment of foreclosure by sale shall enter.

Therefore, the court enters a judgment of foreclosure by sale, with the following findings that have been agreed to by the parties:

Debt: \$61,264.03 as of 9/13/2018

Attorney's Fees: \$5,850.00

Total: \$67,114.03

Appraisal Fee: \$700.00

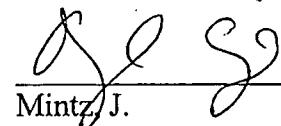
Title Search Fee: \$225.00

Fair Market Value: \$160,000.00

Land: \$75,000.00

Improvements: \$85,000.00

The court enters a sale date of March 9, 2019, with its standard orders.

A handwritten signature consisting of stylized initials 'J' and 'S' followed by a period and the suffix 'J.' underneath a horizontal line.

DOCKET NO: DBDCV156017197S

SUPERIOR COURT

CHESWOLD (TL), LLC, BMO HARRIS
BANK, NA
V.
KWONG, MATTHEW J Et Al

JUDICIAL DISTRICT OF DANBURY
AT DANBURY

9/14/2018

ORDER

ORDER REGARDING:
09/14/2018 154.00 ORDER

The foregoing, having been considered by the Court, is hereby:

ORDER:

JUDGMENT OF FORECLOSURE BY SALE

Property Address: 9 BRADLEY LANE, SANDY HOOK, CT 06482
Defaults previously entered against all defendants.

Judgment of Foreclosure by Sale is hereby entered as follows:

Debt: \$61,264.03 as of 9/13/2018

Attorney Fees: \$5,850.00

Total: \$67,114.03

Appraisal Fee: \$700.00

Title Search Fee: \$225.00

Fair Market Value: \$160,000.00

Land: \$75,000.00

Improvements: \$85,000.00

The Sale Date is: Saturday, March 09, 2019

Terms of the Sale: 12:00 noon on the premises.

Deposit Amount: \$16,000.00 Deposit to be paid by bank or certified check only.

Committee Appointed: JOHN JOSEPH BOWSER, 148 DEER HILL AVENUE, DANBURY, CT 06810

Ordered in accordance with the Statewide Standing Orders(JD-CV-79) and Uniform Procedures for
Foreclosure by Sale Matters(JD-CV-81).

Independent Appraiser: Lawrence Dartley, Bowley Moore Appraisal, 3255 Fairfield Ave, Bridgeport,
CT 06605

Return of Appraisal by: Wednesday, February 27, 2019

Deposit not required if Plaintiff is the successful bidder. The Plaintiff may submit a bid via fax.

No fees or expenses prior to: Wednesday, January 23, 2019

Sign to be posted no earlier than : Thursday, February 07, 2019

Sign to be posted no later than : Sunday, February 17, 2019

Cost not to exceed \$350.00. Sign requirement is waived if the subject property is a condominium unit.

Publication in Danbury News Times on: 3/1/2019, 3/8/2019
Ad to be posted on Judicial Website.

Judicial Notice was sent regarding this order and copy of order mailed to the Committee & Appraiser

407901

Judge: DOUGLAS C MINTZ
Processed by: Sandra Farr

SUPREME COURT
STATE OF CONNECTICUT

PSC-200112

CHESWOLD (TL), LLC, BMO HARRIS BANK, NA

v.

MATTHEW J. KWONG ET AL.

ORDER ON PETITION FOR CERTIFICATION TO APPEAL

The named defendant's petition for certification to appeal from the Appellate Court, 196 Conn. App. 279 (AC 42221), is denied.

Matthew John Kwong, self-represented, in support of the petition.
David L. Gussak, in opposition.

Decided September 15, 2020

By the Court,

/s/
Rene L. Robertson
Assistant Clerk - Appellate

Notice Sent: September 16, 2020
Petition Filed: July 6, 2020
Clerk, Superior Court, DBD CV15-6017197-S
Hon. Douglas C. Mintz
Clerk, Appellate Court
Reporter of Judicial Decisions
Staff Attorneys' Office
Counsel of Record

APPENDIX C

Doc ID: 002852530003 Type: LAN
BK 1062 PG 1091-1093

After Recording Return To:

Greene Law, PC
11 Talcott Notch Road
Farmington, CT 06032

RETURN DATE: MAY 5, 2015 : SUPERIOR COURT
CHESWOLD (TL), LLC, BMO : J.D. OF DANBURY
HARRIS BANK, NA
VS. : AT DANBURY
MATTHEW J. KWONG, CAPITAL : APRIL 2, 2015
ONE BANK (USA) NA., PORTFOLIO
RECOVERY ASSOCIATES LLC

NOTICE OF LIS PENDENS

Notice is hereby given of the pendency of a civil action between the above named parties by complaint and summons thereon, dated April 2, 2015 and made returnable to the Superior Court for the Judicial District of Danbury at Danbury on May 5, 2015, which action is brought to foreclose **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 24, 2011 in Volume 988 at Page 438 as assigned to American Tax Funding, LLC by an Assignment of Filed Tax Liens recorded in Volume 1000 at Page 154 of the Newtown Land Records. Said Tax lien was further assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Tax liens dated September 26, 2013 recorded in Volume 1039 at Page 1015 of the Newtown Land Records. The **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 23, 2012 in Volume 1009 at Page 823 as assigned to American Tax Funding, LLC by an Assignment of Filed Tax Liens recorded in Volume 1026 at Page 1011 of the Newtown Land Records. Said Tax lien was further assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Tax liens dated September 26, 2013 recorded in Volume 1039 at Page 1015 of the Newtown Land Records. The **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 15, 2013 in Volume 1031 at Page 202 as assigned to American Tax Funding, LLC by an Assignment

Greene Law, P.C. | 11 Talcott Notch Road | Farmington, CT 06032
Tel: 860-676-1336 | Fax: 860-676-2250 | E-Service: service@greenelawpc.com

APPENDIX D

EXHIBIT B

After Recording Return To:

Greene Law, PC
11 Talcott Notch Road
Farmington, CT 06032

RETURN DATE: MAY 5, 2015	:	SUPERIOR COURT
CHESWOLD (TL), LLC, BMO	:	J.D. OF DANBURY
HARRIS BANK, NA		
VS.	:	AT DANBURY
MATTHEW J. KWONG, CAPITAL	:	APRIL 2, 2015
ONE BANK (USA) NA., PORTFOLIO		
RECOVERY ASSOCIATES LLC		

NOTICE OF LIS PENDENS

Notice is hereby given of the pendency of a civil action between the above named parties by complaint and summons thereon, dated April 2, 2015 and made returnable to the Superior Court for the Judicial District of Danbury at Danbury on May 5, 2015, which action is brought to foreclose **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 24, 2011 in Volume 988 at Page 438 as assigned to American Tax Funding, LLC by an Assignment of Filed Tax Liens recorded in Volume 1000 at Page 154 of the Newtown Land Records. Said Tax lien was further assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Tax liens dated September 26, 2013 recorded in Volume 1039 at Page 1015 of the Newtown Land Records. The **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 23, 2012 in Volume 1009 at Page 823 as assigned to American Tax Funding, LLC by an Assignment of Filed Tax Liens recorded in Volume 1026 at Page 1011 of the Newtown Land Records. Said Tax lien was further assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Tax liens dated September 26, 2013 recorded in Volume 1039 at Page 1015 of the Newtown Land Records. The **Tax Lien** from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 15, 2013 in Volume 1031 at Page 202 as assigned to American Tax Funding, LLC by an Assignment

of Filed Tax Liens recorded in Volume 1032 at Page 209 of the Newtown Land Records. Said Tax lien was further assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Tax liens dated September 26, 2013 recorded in Volume 1039 at Page 1015 of the Newtown Land Records. The Tax Lien from Cheswold (TL) LLC BMO Harris Bank, LLC dated May 21, 2014 in Volume 1048 at Page 1042 as assigned to Cheswold (TL) LLC BMO Harris Bank, LLC by an Assignment of Filed Tax liens recorded in Volume 1049 at Page 364 of the Newtown Land Records. Such action specifically requests the following:

1. A foreclosure of said tax liens.
2. Immediate possession of the premises.
3. A deficiency judgment. **No deficiency will be sought against any person whose obligation under the subject promissory note has been heretofore or hereafter discharged in bankruptcy.**
4. The appointment of a receiver to collect rents and profits accruing from the premises.
5. Reasonable attorney's fees and costs.
6. Such other relief and further equitable relief as may be required.

The Premises is that certain real property with buildings thereon, situated in the Village of Sandy Hook and Town of Newtown, County of Fairfield, and State of Connecticut, which is at 9 Bradley Lane, Newtown, Connecticut, more particularly bounded and described as set forth in Exhibit A, attached hereto and incorporated by reference as if herein set forth verbatim.

Dated at Farmington, Connecticut,

RESPECTFULLY SUBMITTED
PLAINTIFF,

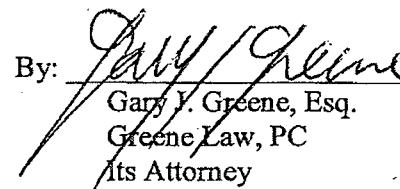
By: 
Gary J. Greene, Esq.
Greene Law, PC
Its Attorney
11 Talcott Notch Road
Farmington, CT 06032
Juris No.: 428354

EXHIBIT A

ALL THAT CERTAIN piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the Town of Newtown, County of Fairfield and State of Connecticut, and being the northwestern most of the three parcels and the parcel shown and designated as 1.002 Ac. on a certain map entitled, "Property of Serena Leech Half Way River District, Newtown, Conn.", on file and Numbered 3456 in the Newtown Town Clerk's Office, said premises are bounded:

NORTHWESTERLY: 195.51 feet by Bradley lane;

EASTERLY: 264.68 feet by land of John E. and Lucille A. Hindrum;

SOUTHERLY: 179.07 feet by land of Serena S. Leech;

WESTERLY: 202.23 feet by land of Faraway Meadows, Inc., all of the aforementioned bounding owners being now or formerly.

The above described premises are all of the same premises conveyed to Willard A. Meyer and Martha W. Meyer by Glenn Paul Blake by Warranty Deed dated August 13, 1970, and recorded in the Newtown Land Records in Volume 219 at Page 575.

**Additional material
from this filing is
available in the
Clerk's Office.**