

WILMINGTON TRUST, N.A.

v.

LAURIE SEVERANCE et al.

Submitted on Briefs January 22, 2025

Decided February 18, 2025

Panel: MEAD, HORTON, LAWRENCE, and DOUGLAS, JJ.

## MEMORANDUM OF DECISION

Laurie and Howard Severance appeal from a judgment of foreclosure and sale entered by the District Court (Biddeford, *Sutton, J.*) in favor of Wilmington Trust, N.A., concerning the Severances' property in Wells. The court did not err in concluding that Wilmington Trust's foreclosure action "compl[ied] strictly with all steps required by statute," *see Bank of Am., N.A. v. Greenleaf*, 2014 ME 89, ¶ 18, 96 A.3d 700 (quotation marks omitted); 14 M.R.S. § 6321 (2024). Although the Severances argued that the notice of default and right to cure pursuant to 14 M.R.S. § 6111 (2024) was defective because it understated the actual amount due, the court correctly reasoned that a section 6111 notice that states a cure amount less than the amount actually due is not defective, whereas a notice that overstates the amount then due would be. *See U.S. Bank Tr., N.A. v. Thomas*, No. 2:19-cv-00361-JDL, 2022 WL 4546177, at \*4 (D. Me. Sept. 29, 2022); *U.S. Bank Tr., N.A. v. Jones*, 330 F. Supp. 3d 530, 537-38 (D. Me. 2018). Further, the notice of the mortgagor's right to cure was properly itemized because it provided itemizations corresponding to "all past due amounts" and "any other charges." *See Wilmington Tr., N.A. v. Vigneault*, No. 1:19-CV-572-DBH, 2021 WL 3598534, at \*2 (D. Me. Aug. 13, 2021); 14 M.R.S. § 6111(1-A)(B), (C).

The entry is:

Judgment affirmed.

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Joseph M. Baldacci, Esq., Bangor, for appellants Laurie Severance and Howard Severance

William Fogel, Esq., Brock & Scott PLLC, Portland, for appellee Wilmington Trust, N.A.

York District Court docket number RE-2017-18  
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