

Appeal from the Order Entered December 6, 2024  
In the Court of Common Pleas of Lancaster County  
Civil Division at No(s): CI-23-03288

In this mortgage foreclosure case, Michelle VonNieda-Lagrassa<sup>1</sup> (Von Nieda) appeals<sup>2</sup> *pro se* from the order that granted the motion for summary

<sup>2</sup> Other than being named in the case's caption as an additional appellant, Robert Lagrassa is not referenced, nor alluded to, at any other place in Von Nieda's brief. Moreover, Von Nieda only refers to herself singularly as "Appellant," despite her use of the plural on occasion before the trial court. ***See generally, e.g.,*** Defendants' Brief in Support of Opposition to Plaintiff's Motion for Summary Judgment, 8/29/24. As Lagrassa did not sign the notice of appeal and appellate brief and because there is no evidence that Von Nieda is, in fact, an attorney representing him, we conclude that Von Nieda is the singular appellant before this Court.

judgment filed by US Bank National Trust Association (US Bank).<sup>3</sup> During the pendency of this appeal, Von Nieda filed, in this Court, an application for relief pursuant to Pennsylvania Rule of Appellate Procedure 123, alleging that due to a deed transfer on May 15, 2025, the disputed mortgage was now held by US Bank acting as "Trustee for RCF Acquisition Trust." US Bank responsively filed an application for substitution of party pursuant to Pennsylvania Rule of Appellate Procedure 502(b). We affirm the court's grant of summary judgment, grant US Bank's application for substitution of party, and deny Von Nieda's application for relief as moot.

The trial court summarized this matter as follows:

On March 7, 2003, [Lagrassa and Von Nieda] made, executed, and delivered a mortgage in favor of Consumer Mortgage Services, Inc. The mortgage covered real property located at 340 Waters Edge Lane, Lancaster, PA 17602 (the Property). The mortgage was recorded on March 28, 2003, in the official records of Lancaster County as Instrument Number 5168103.

The mortgage has since been assigned numerous times[, the last of] which finally assigned the mortgage to [US Bank].

The mortgage secured repayments of amounts advanced on behalf of [Lagrassa] pursuant to a note in the original principal amount of \$432,000.00, with the initial interest rate of 6.125000% per annum, payable in successive monthly installments of \$2,624.88, commencing May 1, 2003, and concluding upon final payment to be made on April 1, 2033. It is undisputed that [US Bank] is the holder of the note and is entitled to enforce it. Section 7 of the note states that default will permit the note holder to require immediate payment of the full amount

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<sup>3</sup> The caption utilized in the trial court indicates that the appellee's full name is "US Bank Trust National Association as Trustee of Cabana Series III Trust."

of principal not paid and all interest owed on that amount.

[US Bank] provided [Lagrassa and Von Nieda] notice that they were in default on the mortgage for missed monthly payments beginning on November 1, 2008, through October 1, 2021. The notice included an ability to cure the default comporting with the note's acceleration clause: full payment of the principal balance plus any other charges that were due at the time of default. The notice also included a [calculation] of the amount past due.

Trial Court Opinion, 2/25/26, at 1-2 (unpaginated; unnecessary capitalization omitted).

Procedurally, US Bank filed a complaint in mortgage foreclosure on May 12, 2023. In response, Von Nieda filed an answer and new matter, with ten exhibits appended, on June 29, 2023. US Bank filed a reply to Von Nieda's new matter on July 18, 2023. On July 26, 2024, US Bank filed its motion for summary judgment, with Von Nieda responding thereto on August 30, 2024. Ultimately, in granting summary judgment, the court found that: (1) US Bank provided "numerous exhibits and a sworn affidavit to demonstrate that the mortgage is in default[]"; and (2) Von Nieda failed to "raise a genuine issue of material fact as [she did not] state a cognizable defense, nor [had she] provided any evidence to the contrary of [US Bank's] action in foreclosure." Order, 12/6/24, at 1 n.1 (unpaginated). Von Nieda timely appealed this decision.<sup>4</sup>

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<sup>4</sup> Although her notice was facially late, as it was filed thirty-two days after the court's entry of its order granting summary judgment, **see** Pa.R.A.P. 903(a), we found her appeal to be timely filed when the 30<sup>th</sup> day after the entry of the court's order fell on a Sunday and the court was closed, due to inclement weather, on the 31<sup>st</sup> day. **See** Judgment Order, 1/28/26, at 2 ("Here, the  
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On appeal, Von Nieda presents six questions for our review:

1. Did the trial court err in granting summary judgment where US Bank lacked standing to foreclose due to a defective and unrecorded assignment chain, rendering the foreclosure action null and void?
2. Did the trial court err in failing to dismiss the complaint where US Bank fraudulently recorded an assignment of mortgage in 2020 from an entity that was not the creditor of record at the time?
3. Did the trial court err in failing to recognize multiple violations of the Truth-in-Lending Act (TILA), the Real Estate Settlement Procedures Act (RESPA), the Fair Debt Collection Practices Act (FDCPA), and the Unfair Trade Practices & Consumer Protection Law (UTPCPL), which barred or limited US Bank's foreclosure claims?
4. Did the trial court err in granting foreclosure where US Bank failed to respond to Von Nieda's multiple notices of error under RESPA, thereby waiving its right to enforce the mortgage?
5. Did the trial court err in finding Von Nieda in default where evidence established her continuous payments, erroneous escrow/interest rate calculations, and discharge protections from Chapter 13 bankruptcy?
6. Did the trial court err and deprive Von Nieda of due process by failing to maintain a complete record, where multiple pages of her answer and new matter were missing from the court file, despite US Bank having responded to the full new matter?

**See** Appellant's Brief at 2-3.

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order granting summary judgment was 'entered on the docket' at the time Rule 236 notice was sent to the parties on December 6, 2024. Because the 30th day thereafter was a Sunday, the final day to file a notice of appeal fell on Monday, January 6, 2025. **See** 1 Pa.C.S.[] § 1908 (providing that 'when the last day of [a] period shall fall on a Saturday or Sunday ... such day shall be omitted from the computation'). However, because the court was closed for inclement weather that day, [Von Nieda] timely filed [her] notice of appeal on the following business day, January 7, 2025.").

This Court has explained the scope and standard of review for an appeal from a summary judgment determination as follows:

Our scope of review of a trial court's order granting or denying summary judgment is plenary, and our standard of review is clear: the trial court's order will be reversed only where it is established that the court committed an error of law or abused its discretion.

Summary judgment is appropriate only when the record clearly shows that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. The reviewing court must view the record in the light most favorable to the nonmoving party and resolve all doubts as to the existence of a genuine issue of material fact against the moving party. Only when the facts are so clear that reasonable minds could not differ can a trial court properly enter summary judgment.

***Straw v. Fair***, 187 A.3d 966, 982 (Pa. Super. 2018) (quotation marks and citations omitted); ***see also Summers v. Certainteed Corp.***, 997 A.2d 1152, 1159 (Pa. 2010) (stating "an appellate court may reverse a grant of summary judgment if there has been an error of law or an abuse of discretion. But the issue as to whether there are no genuine issues as to any material fact presents a question of law, and therefore, on that question our standard of review is *de novo*. This means we need not defer to the determinations made by the lower tribunals").

Von Nieda's first issue, a question of US Bank's standing, is limited to five sentences and contains a solitary citation. ***See*** Appellant's Brief at 5-6 (singular authority, ***JP Morgan Chase Bank, N.A. v. Murray***, 63 A.3d 1258 (Pa. Super. 2013), establishing the basic proposition that a party seeking foreclosure must "establish that it is the holder of the mortgage and note at

the time the complaint is filed[.]”). Von Nieda suggests, without any attribution to the record, that “the assignment chain is broken” because “MERS assigned the mortgage twice[.]” that there were “multiple unrecorded transfers on July 25, 2017[.]” and that there was a “fraudulent 2020 assignment from a non-creditor entity[.]” **Id.** at 6. At that third point, which segues into her second issue, which is itself composed of six sentences, Von Nieda claims that the 2020 assignment was “fatally defective” rendering the “foreclosure complaint ... null and void as a matter of law.” **Id.**<sup>5</sup>

In response, US Bank first argues that Von Nieda does not have any right, and therefore standing, herself, to challenge the validity or effectiveness of a mortgage assignment. **See** Appellee’s Brief at 13. In particular, US Bank highlights the same case as Von Nieda, **JP Morgan Chase Bank, N.A.**, wherein we approvingly cited a bankruptcy court’s determination that “[i]f a borrower cannot demonstrate potential injury from the enforcement of the note and mortgage by a party acting under a defective assignment, the borrower lacks standing to raise the issue.” 63 A.3d at 1264-65 (Pa. Super. 2013) (citation omitted). As such, US Bank asserts that because Von Nieda is not a party “to[,], nor third party [beneficiary] of[,], any assignment of the

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<sup>5</sup> Given the overlap between her first and second issues, we address them together.

subject [m]ortgage[, she] simply [has] no standing [] to challenge any such assignment.” Appellee’s Brief at 16.

US Bank then substantively refutes Von Nieda’s assertions. As to the MERS “double assignment,” US Bank indicates that both assignments “were to the same entity, that is, to CitiMortgage, Inc. While the second of these assignments, the 2010 [a]ssignment, may have been unnecessary, as a mere duplicate of the 2008 [a]ssignment, this duplicate [a]ssignment was to the same entity to whom the [m]ortgage had already been assigned.” ***Id.*** at 18. Accordingly, “this duplicate [a]ssignment has no legal significance[.]” ***Id.***

Regarding the “unrecorded transfers,” US Bank avers that Von Nieda is “confusing notice [she] had received of a transfer of servicing of the subject loan with the actual holder of the [m]ortgage as evidenced by the recorded [a]ssignments thereof.” ***Id.*** at 18-19. Regardless, US Bank maintains that unrecorded transfers “would not have affected the full and complete chain of assignments of the [m]ortgage which were all properly recorded, and which were presented by [US Bank] in its motion for summary judgment.” ***Id.*** at 19.

On the issue of “fraud” in 2020, US Bank contends that Von Nieda has offered “no basis or support for such a claim.” ***Id.*** Von Nieda’s argument that the mortgage was assigned in 2020 from a non-creditor of record “is simply not correct.” ***Id.*** While the mortgage was assigned in 2020 three times, it was “properly assigned by the holder of the [m]ortgage at the time such assignment was made. The full and complete chain of assignments was set

forth in [US Bank's] motion for summary judgment[.]" **Id.** at 19-20.

After our review, Von Nieda's conclusory allegations—double assignment, unrecorded transfers, and fraud—are unsupported by record citations. Moreover, Von Nieda has provided no authority to counter the innocuous explanations US Bank has provided as to each of these assertions. Therefore, we find that she has failed to demonstrate that the court committed an error of law or abuse of its discretion on the issue of US Bank's own standing to file the present mortgage foreclosure action. Even more fundamentally, however, Von Nieda has failed to show that she, herself, has standing to challenge the assignments of her mortgage, given that, in accordance with the **JP Morgan Chase Bank, N.A.** decision, there is no allegation contained in her brief or discernable from the trial court record that she has been injured by these assignments or will likely suffer a potential injury from the enforcement of the mortgage and note. Accordingly, Von Nieda's first two issues are without merit, and she is due no relief.

In her third claim, Von Nieda contends that US Bank "violated multiple federal and state laws[.]" Appellant's Brief at 7. This claim contains three accusations vis-à-vis four different laws, but contains no substance underpinning those assertions.<sup>6</sup> **See, e.g., id.** (alleging violation of TILA

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<sup>6</sup> Von Nieda solely cites **Glover v. Urden Law Offices, P.C.**, 92 A.3d 24 (Pa. Super. 2014), for the apparent proposition that "such violations preclude foreclosure," Appellant's Brief at 7, but does not discuss either any of the  
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insofar as US Bank “failed to properly disclose and calculate interest and payment obligations[.]” without any further explanation). “While this court is willing to liberally construe materials filed by a *pro se* litigant, we note that appellant is not entitled to any particular advantage because [she] lacks legal training.” ***Elliot-Greenleaf, P.C. v. Rothstein***, 255 A.3d 539, 542 (Pa. Super. 2021) (citation omitted). Therefore, it follows that we will not act as counsel and scour the record in the hope that we find something relevant to these laws or claims. As a result of this deficiency, Von Nieda has waived review of this issue. ***See J.J. DeLuca Co., Inc. v. Toll Naval Associates***, 56 A.3d 402, 411 (Pa. Super. 2012) (finding claim waived for failure to develop argument).

At her fourth claim, Von Nieda argues that US Bank failed to respond to her multiple notices of error under RESPA, which allegedly has resulted in a mortgage enforcement waiver. ***See*** Appellant’s Brief at 7. Von Nieda indicates that she sent multiple notices of error to US Bank and its predecessors in interest, specifically twice in 2017, which “identified errors in interest rate calculations, escrow balances, and misapplied or missing payments.” ***Id.*** at 8. However, she asserts that US Bank and its predecessors “failed to provide substantive responses within the regulatory timeframe.” ***Id.*** Von Nieda then

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specifics of our decision in ***Glover*** or the fact that the case was ultimately reversed by our Supreme Court in ***Glover v. Urden Law Offices, P.C.***, 139 A.3d 195 (Pa. 2016).

avers that, under the framework of RESPA, failure to respond creates both an independent liability to borrowers<sup>7</sup> and results in a waiver of mortgage enforcement rights. ***See id.***

In response, US Bank first indicates the untimely nature of her concerns: while Von Nieda is highlighting violations that may have occurred in 2017, any action pursuant to RESPA must have been brought within three years. ***See*** Appellee's Brief at 22 (quoting 12 U.S.C. § 2614). Thereafter, US Bank challenges Von Nieda's suggestion that RESPA violations can lead to mortgage enforcement waiver, explained *infra*.

In her brief, Von Nieda cites one case to demonstrate her position regarding waiver: a federal Eastern District of Pennsylvania opinion, ***Benner v. Bank of America***, 917 F.Supp.2d 338 (E.D. Pa. 2013). However, US Bank suggests the case is inapposite because "the borrower in [***Benner***] filed his own separate lawsuit against his mortgage holder asserting ... a claim under RESPA, but there was no foreclosure action involved[,], and the court did nothing more than deny a motion by the mortgage holder to dismiss a RESPA claim against it." Appellee's Brief at 23. The court "did not [even] remotely suggest that any failure to comply with RESPA would bar the mortgage

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<sup>7</sup> This notion of independent liability, i.e. that Von Nieda could file her own action against US Bank under RESPA, has no apparent nexus to the present foreclosure action, as Von Nieda is not asserting that RESPA, when utilized in that manner, can operate as a defense to such proceedings, nor has she filed a counterclaim to that effect.

holder's right to foreclose[.]” **Id.**

After our own review of the issue and our reading of **Benner**, we agree that there is nothing contained therein, to the extent that case is relevant,<sup>8</sup> to suggest that a RESPA violation, assuming one to have occurred, results in a waiver of mortgage foreclosure enforcement. Moreover, on May 28, 2026, this Court, in an unpublished memorandum, expressly rejected the notion that RESPA can provide an affirmative defense to a mortgagor, as Von Nieda suggests. **See ACNB Bank v. Seneca Leandro View, LLC**, 2026 WL 1494803, at \*5 (Pa. Super., filed May 28, 2026) (unpublished memorandum) (cited for persuasive value pursuant to Pa.R.A.P. 126(b)(2)). In **ACNB Bank**, we held that although RESPA provides a “private right of action for actual damages resulting from violations of [12 U.S.C.] § 2605,<sup>[9]</sup> nothing in RESPA provides a borrower with a defense in a state mortgage foreclosure action.” **Id.** (internal quotation marks omitted).<sup>10</sup> Absent any other authority to

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<sup>8</sup> Although “we may look to federal case law for its persuasive value[.]” **Beemac Trucking, LLC v. CNG Concepts, LLC**, 134 A.3d 1055, 1061, n.4 (Pa. Super. 2016), it is axiomatic that the case law must be relevant and/or applicable.

<sup>9</sup> Section 2605 is titled “Servicing of mortgage loans and administration of escrow accounts.” 12 U.S.C. § 2605. The private right of action mechanism is located at subsection (f).

<sup>10</sup> Similar to, although not exactly like, what happened in this case, discussed below, the **ACNB Bank** Court also indicated that the appellant admitted, through a general denial made in its answer to the complaint, that it owed a specific amount of money under the at-issue mortgage, resulting in there  
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establish the thrust of Von Nieda's waiver claim, she has, therefore, failed to demonstrate an error of law or abuse of discretion by the trial court.

Von Nieda's fifth claim contests the court's finding that she was in default because the "evidence established [her] continuous payments, erroneous escrow/interest rate calculations, and discharge protections from Chapter 13 [b]ankruptcy." Appellant's Brief at 9. Von Nieda specifically maintains that US Bank's own records "demonstrate accounting irregularities, unapplied payments, and miscalculations spanning more than a decade." *Id.* Von Nieda then goes into greater detail insofar as she: (1) continued to make payments through bankruptcy and beyond; (2) made payments that have heretofore been unapplied; (3) has demonstrated erroneous interest calculations and misapplied escrow balances. *See id.* at 9-11. Thus, she concludes that the court "overlooked" multiple genuine issues of material fact, such as whether US Bank properly applied payments that it received. *See id.* at 11.

Conversely, US Bank first cites to this Court's decision in *Bank of America, N.A. v. Gibson*, 102 A.3d 462, 465 (Pa. Super. 2014). Therein, we held that "[t]he holder of a mortgage is entitled to summary judgment if the mortgagor admits that the mortgage is in default, the mortgagor has failed to

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being "no genuine issue of material fact as to the amount owed." *ACNB Bank*, 2026 WL 1494803, at \*5.

pay on the obligation, and the recorded mortgage is in the specified amount.”

**Id.** US Bank then goes on to state that Von Nieda has “essentially admitted [her] default under the [m]ortgage, by conceding that [she has] failed to make any payment under the [m]ortgage since 2017.” Appellee’s Brief at 29; **see also** Appellant’s Brief at 9-10 (“After discharge [from bankruptcy], [Von Nieda] continued to remit payments through 2017[.]”). US Bank contends that her complained-of errors, at this issue, were “conclusory statements only, not supported by any specific facts.” Appellee’s Brief at 29. Although several exhibits were attached to Von Nieda’s answer and new matter, she “never provided any evidence of any specific error or miscalculation [she] had alleged to have been made, or any explanation or otherwise any identification of any such alleged error.” **Id.**

Having reviewed the exhibits appended to her answer and new matter, none of them are self-proving documents that, without more, operate as a cognizable defense or create a genuine issue of material fact. Von Nieda’s explanation of these exhibits in her brief before this Court does little to establish that any of these *specific* contentions, and the underlying mathematical mistakes that are alleged to have been made by US Bank regarding the amounts owed on the mortgage, were brought before the trial court. **See** Pa.R.A.P. 302(a) (“Issues not raised in the trial court are waived and cannot be raised for the first time on appeal.”). The relevance of these errors, demonstrating that any of them independently or collectively provide

a basis to defeat summary judgment, is similarly lacking. We emphasize that “[t]his Court will not act as counsel and will not develop arguments on behalf of an appellant.” **Coulter v. Ramsden**, 94 A.3d 1080, 1088 (Pa. Super. 2014), *appeal denied*, 110 A.3d 998 (Pa. 2014).

Looking at these allegations of error discretely, Von Nieda claims, without evidence, that US Bank’s own record submissions “reveal that over \$200,000[.00] in mortgage payments were received but remain ‘unapplied.’” Appellant’s Brief at 10. Her contention that interest calculations were performed incorrectly is similarly lacking in specificity. **See id.** at 10-11. While her first averment regarding her “unapplied” continuous payments made throughout bankruptcy offers more numerical detail than her other two claims, it still operates as an admission of default as of 2017<sup>11</sup> and further does not *ipso facto* prove that the trial court was incorrect to grant summary judgment.

Thus, while there may theoretically be some validity to her contention that mistakes were made regarding, for example, the treatment of certain mortgage payments, it does not follow that Von Nieda “was never in default[.]” **But see id.** at 10. However, more to the point, even if her claims were valid, Von Nieda fails to identify specifically which calculations were

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<sup>11</sup> As highlighted above, Von Nieda stated in her brief, specifically in this section regarding “unapplied” payments, that she “continued to remit payments through 2017[.]” Appellant’s Brief at 9-10. However, the brief is altogether silent about any payments made beyond that year, an implicit acknowledgement of default.

erroneous, how so, and why those errors operate as a basis to reverse the court's decision to grant US Bank's motion for summary judgment.

As the trial court found:

Here, [US Bank] has met the requirements under [Pennsylvania Rule of Civil Procedure] 1147, establishing a *prima facie* case in mortgage foreclosure. Crucially, [US Bank] provides numerous exhibits and an affidavit to demonstrate and support the execution of mortgage and the subsequent default. Even viewing the record in the light most favorable to [Von Nieda], [she does] not aver that [she is] not in default of the mortgage. Indeed, even when describing payments made following Chapter 13 bankruptcy in 2012, [Von Nieda] allege[s] that [she] continued to make payments of \$1,760.00 until 2017. But this fails to provide an avenue for a fact finder to return a verdict that [Von Nieda is] not in default of the mortgage. Indeed, [Von Nieda] do[es] not suggest that between 2008 and the beginning of the bankruptcy court[-]ordered payments in 2012, [she was] not in default. And further, [Von Nieda does] not argue or raise facts to support a finding that [she] satisfied the note's requirements that after default, [she] timely cured that default by tendering immediate payment of the full balance owed.

[Von Nieda] also lack[s] a cognizable defense, and [she has] not provided any evidence to refute [US Bank's] foreclosure action. [Von Nieda] merely allege[s] a standing defense based on the mortgage's assignment history. [US Bank's] complaint averred in [Paragraph] 9 that "[US Bank] is the holder of the note and is entitled to enforce [the] same." Yet[, Von Nieda], in [her] answer and new matter, admitted this fact without objection.<sup>[12]</sup> [US Bank], meanwhile, sufficiently pled the mortgage's assignment history, which included reference to the recorder and instrument numbers.

Trial Court Opinion, 2/25/26, at 3 (unpaginated; unnecessary capitalization

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<sup>12</sup> We agree with the court's assessment of the record. Paragraph 9, *inter alia*, states: "[US Bank] is the holder of the [n]ote and is entitled to enforce the same." Complaint, ¶ 9. Von Nieda's response: "Admitted." Defendant's Answer with New Matter, ¶ 9.

omitted).

Simply put, we agree with the trial court that Von Nieda has failed to provide any indication that she had not defaulted on the mortgage. Beyond that, Von Nieda is similarly deficient in demonstrating an error of law or abuse of discretion by the court in its grant of summary judgment. It found that she did not present a cognizable defense or provide any material evidence serving to counteract both US Bank's case-in-chief and its supporting documentation underpinning its motion for summary judgment. Now, on appeal, Von Nieda has still not pointed to any genuine issue of material fact that could constitute an error of law or abuse of discretion warranting reversal. Accordingly, this issue is without merit.

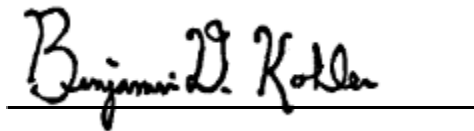
In her final claim, Von Nieda reasons that she was deprived of due process because the court failed to maintain a complete record. **See** Appellant's Brief at 12. Von Nieda alleges that the court's certified record omits pages of her answer and new matter, which contained "material defenses and factual allegations directly pertinent to standing, defective mortgage assignments, and violations of TILA, RESPA, FDCPA, and UTPCPL." **Id.** Von Nieda continues by stating that the court's "adjudication of the foreclosure action without consideration of these critical pleadings deprived [her] of due process and prejudiced her substantive rights." **Id.** Nevertheless, Von Nieda has failed to indicate *which* pages are missing from the certified record, much less show, beyond her mere statement, that the court did not have, in its possession, said pages when it adjudicated US Bank's motion for summary

judgment.<sup>13</sup> Without any material support underpinning her assertion that the court made its decision on an incomplete record or any demonstration that there is a salient nexus between the allegedly omitted pages and issues that she raised either before the trial court or now on appeal, Von Nieda has, thus, not shown any infirmity with the court's grant of summary judgment.

In sum, Von Nieda has failed to demonstrate that the court abused its discretion or committed an error of law in granting US Bank's motion for summary judgment. As such, we affirm that order.

Order affirmed. Application for substitution of party granted. Application for relief denied as moot.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.  
Prothonotary

Date: 09/02/2026

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<sup>13</sup> Von Nieda filed, in this Court, a "Motion to Correct and Supplement the Record" on August 22, 2025. By order, this Court denied Von Nieda's application because a complete copy of her answer and new matter was included in her reproduced record, and US Bank did not dispute the accuracy of that document. **See** Order, 10/10/25; **see also** Pa.R.A.P. 1921. Her application is similarly nonspecific as to which "missing pages" are not contained in the certified record. Motion to Correct and Supplement the Record, 8/22/25, at ¶ 5.