NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

PENNSYLVANIA HOUSING FINANCE AGENCY v. SHANAY JOHNSON Appellant	:	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 2883 EDA 2025

Appeal from the Order Entered September 23, 2025
In the Court of Common Pleas of Philadelphia County Civil Division at No(s): 240301688

BEFORE: BOWES, J., OLSON, J., and STEVENS, P.J.E.*

MEMORANDUM BY OLSON, J.: **FILED SEPTEMBER 9, 2026**

Appellant, Shanay Johnson, appeals *pro se* from the order entered on September 23, 2025, which granted the motion for summary judgment in mortgage foreclosure filed by Pennsylvania Housing Finance Agency ("Plaintiff"). We affirm.

On November 17, 2011, Appellant executed a promissory note with Gateway Funding Diversified Mortgage Services LP ("Gateway"), for the principal sum of $71,149.00. The note was secured by a mortgage upon Appellant's residence of 154 West Hansberry Street, Philadelphia, Pennsylvania (the "Property"). ***See*** Promissory Note, 11/17/11, at 1; Mortgage, 11/17/11, at 1; ***see also*** Loan Modification Agreement, 11/30/11, at 2 (correcting the address of the mortgaged premises). On November 22,

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* Former Justice specially assigned to the Superior Court.

2011, the mortgage was assigned to Plaintiff. ***See*** Complaint, 3/14/24, at ¶ 3.

On March 14, 2024, Plaintiff commenced this action by filing a complaint in mortgage foreclosure against Appellant. Within the complaint, Plaintiff alleged that the "Mortgage is in default because the monthly payments due [September 1,] 2023 and thereafter have not been paid. As a result, the entire principal balance, all interest due thereon and all other amounts collectible under the terms of the Mortgage have become due and payable." ***See id.*** at ¶ 5. Specifically, Plaintiff averred that Appellant owed $63,316.00 for the principal balance on the mortgage and $69,697.34 in total. ***See id.*** at ¶ 6.

Within Appellant's amended answer to Plaintiff's complaint, Appellant generally denied that the mortgage was in default and generally denied "the amounts [Plaintiff] alleged as due and owing under the purported mortgage." ***See*** Appellant's Amended Answer, 6/10/25, at ¶¶ 5-6.

On July 1, 2025, Plaintiff filed a motion for summary judgment and claimed that it was entitled to a judgment in its favor. ***See*** Plaintiff's Motion for Summary Judgment, 7/1/25, at 1-2. According to Plaintiff, there were no genuine issues of material fact in the case, as Appellant's answer "either admitted all material facts or the responses therein were general denials that failed to raise a genuine issue of material fact." Plaintiff's Memorandum in Support of Summary Judgment, 7/1/25, at 5.

Appellant responded to Plaintiff's motion on July 29, 2025. Within Appellant's response, Appellant claimed: Plaintiff does not have standing to bring this foreclosure action; Plaintiff identified Appellant as "Shanay Johnson a/k/a/Shanay A. Johnson," while the mortgage documents identify Appellant solely as "Shanay Johnson;" the complaint attached to the summary judgment motion is not authentic; Appellant's answer "does raise genuine issues of material fact, including standing, lack of consideration, forgery, improper verification, lack of competent evidence, and violations of state and federal law;" and, Plaintiff's documents were not properly authenticated. ***See*** Appellant's Response, 7/29/25, at 1-4.

The trial court granted Plaintiff's motion for summary judgment in mortgage foreclosure on September 23, 2025 and Appellant filed a timely notice of appeal. Appellant raises the following claims on appeal:

> 1. Did the trial court improperly grant summary judgment when [Plaintiff] did not prove, with competent evidence in the record, that it had the right to enforce the promissory note, the instrument creating the debt that the mortgage secures, when the case was filed?
>
> 2. Did the trial court improperly grant summary judgment when [Plaintiff] did not prove default under a clearly identified controlling loan document, after telling the court that the loan modifications were irrelevant while still using modified terms to prove default?
>
> 3. Did the trial court improperly grant summary judgment when [Plaintiff] did not establish its allegation of non-payment and the resulting balance through competent record evidence?

> 4. Did the trial court improperly grant summary judgment by treating disputed parts of [Plaintiff's] foreclosure claim as already proven and shifting the burden to Appellant before [Plaintiff] first made a *prima facie* showing on the essential elements of its claim?

Appellant's Brief at 2.

As we have explained:

> 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 nonmoving party. Only when the facts are so clear that reasonable minds could not differ can a trial court properly enter summary judgment.

Bayview Loan Servicing, LLC v. Wicker, 163 A.3d 1039, 1043-1044 (Pa. Super. 2017) (citation omitted); ***see also Summers v. Certainteed Corp.***, 997 A.2d 1152, 1159 (Pa. 2010) ("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").

Summary judgment is appropriate in a mortgage foreclosure if there is no genuine dispute that: (1) the mortgage is in default; (2) the mortgagor failed to pay on the obligation; and (3) the recorded mortgage is in the specified amount. ***U.S. Bank, N.A. v. Pautenis***, 118 A.3d 386, 394, n.11 (Pa. Super. 2015) (citation omitted).

A non-moving party who bears the burden of proof on an issue may not resist a motion for summary judgment by relying on its pleadings or general denials; instead, the non-moving party must provide sufficient evidence on issues for which it bears the burden of proof. ***See Krauss v. Trane U.S. Inc.***, 104 A.3d 556, 563 (Pa. Super. 2014) ("Failure of a non-moving party to adduce sufficient evidence on an issue essential to his case and on which he bears the burden of proof establishes the entitlement of the moving party to judgment as a matter of law"). General denials to a party's complaint will be treated as admissions where specific denials are required. ***See Bank of America, N.A. v. Gibson***, 102 A.3d 462, 466-67 (Pa. Super. 2014).

First, Appellant claims that the trial court erred in granting Plaintiff's summary judgment motion, as Plaintiff did not demonstrate that it was "entitled to enforce the promissory note when this action was commenced." Appellant's Brief at 11. This claim fails.

Plaintiff attached to its summary judgment motion an affidavit from its Director of Loan Servicing, Kathryn Newton. ***See*** Affidavit of Kathryn Newton, 6/30/25, at 1-3. Within this affidavit, Ms. Newton swore:

> Plaintiff is the holder of a Note dated November 17, 2011 in the principal amount of $71,149.00 made by [Appellant] to Gateway. . . .
>
> The Note is indorsed into Plaintiff. (See Exhibit A).

Id. at 2.

Exhibit A to Ms. Newton's affidavit is the November 17, 2011 promissory note and, as Ms. Newton declared, the note is "indorsed into Plaintiff." ***See***

Promissory Note, 11/17/11, at 3. Thus, there is sufficient evidence that Plaintiff is entitled to enforce the promissory note.

We further observe that Appellant and Plaintiff entered into two separate modification agreements, where they specifically agreed that they were modifying the promissory note, as well as the mortgage. ***See*** Modification Agreement, 11/30/11, at 2 (declaring that the modification was "correcting the Note, Mortgage and Assignment"); Modification Agreement, 1/12/22, at 1 (declaring that the modification will "amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage"). These modification agreements, in and of themselves, demonstrate that Plaintiff was "entitled to enforce the promissory note when this action was commenced," as Appellant specifically acknowledged that Plaintiff was the holder of the note as of November 30, 2011. ***See*** Modification Agreement, 11/30/11, at 1-3. Appellant's claim to the contrary fails.

In her next two claims, Appellant contends Plaintiff did not prove either that she defaulted upon the mortgage or the amount she owes. Appellant's Brief at 23 and 35. These claims fail, as Appellant issued only general denials to Plaintiff's complaint and, thus, is deemed to have admitted that her mortgage was in default and that she owed Plaintiff $63,316.00 for the principal balance on the mortgage and $69,697.34 in total. ***See*** Complaint, 3/14/24, at ¶ 5-6; ***see*** Appellant's Amended Answer, 6/10/25, at ¶¶ 5-6; ***see also Gibson***, 102 A.3d at 466-467 ("[g]eneral denials constitute admissions where – like here – specific denials are required. ***See*** Pa.R.C.P. No. 1029(b).

Furthermore, in mortgage foreclosure actions, general denials by mortgagors that they are without information sufficient to form a belief as to the truth of averments as to the principal and interest owing on the mortgage must be considered an admission of those facts.") (quotation marks, corrections, and some citations omitted).

Finally, Appellant claims that the trial court erred when it "misapplied the summary judgment standard by shifting the burden to Appellant." ***See*** Appellant's Brief at 41. This claim fails, as the trial court did not improperly shift any burden to Appellant. Rather, it granted Plaintiff's summary judgment motion because "the record clearly shows that there is no genuine issue of material fact and that [Plaintiff was] entitled to judgment as a matter of law." ***See Wicker***, 163 A.3d at 1043-1044.

Order affirmed. Jurisdiction relinquished.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 9/9/2026