NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

US BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE LB-IGLOO SERIES IV TRUST,	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
v.	:	
ALSON ALSTON	:	
Appellant	:	No. 479 EDA 2026

Appeal from the Order Entered January 9, 2026
In the Court of Common Pleas of Philadelphia County Civil Division at No(s): 210201419

BEFORE: OLSON, J., STABILE, J., and KUNSELMAN, J.

MEMORANDUM BY KUNSELMAN, J.: **FILED NOVEMBER 9, 2026**

In this *in rem* proceeding, Alson Alston, Esq. appeals, *pro se*, from the order granting summary judgment to US Bank Trust National Association, as Trustee of the ID-Igloo Series IV Trust. The judgment foreclosed Attorney Alston's equitable right to redeem commercial property which he mortgaged in Philadelphia. Because the record[1] indisputably shows that Attorney Alston stopped paying his mortgage, and was in default, we affirm.

In October of 2025, Michael Morrison worked as the asset manager at SN Servicing Corp., the servicer of Attorney Alston's mortgage for US Bank. ***See*** Morrison Affidavit, 10/21/25, at 1. In that role, he maintained "internal

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[1] The "record" at summary judgment includes "(1) pleadings, (2) depositions, answers to interrogatories, admissions and affidavits, and (3) reports signed by an expert witness that . . . comply with Rule 4003.5(a)(1), whether or not the reports have been produced in response to interrogatories." Pa.R.Civ.P. 1035.1.

foreclosure and loan-specific documents, as well as . . . original promissory notes." ***Id.***

After reviewing the mortgage, promissory note, and other documents in this case, Mr. Morrison related the relevant facts to the trial court as follows:

> based upon personal knowledge that I have acquired by personally reviewing the specific Business Records as they relate to the loan made to [Attorney] Alston . . . and the Mortgage encumbering the premises known as 2836-2838 West Girard Avenue, Philadelphia, PA 19130 (hereinafter "Mortgaged Premises") . . . [Attorney Alston] made, executed and delivered a Promissory Note (Fixed Rate) dated July 25, 2007 to GreenPoint Mortgage Funding, Inc. in consideration for a loan made to [Attorney Alston] in the principal sum of $337,500.00, with interest on the unpaid balance thereof to be computed at an interest rate of 8.625 percent per annum (hereinafter "Note"). Said Note provided for repayment in monthly installments commencing September 1, 2007 . . . Thereafter, GreenPoint Mortgage Funding Inc. [e]ndorsed the Note in blank, payable to the bearer thereof. A true and correct copy of the original Note (containing the aforesaid [e]ndorsement) [was] annexed to [US Bank's] accompanying motion [for summary judgment] as **Exhibit A**.
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> [On the same date, Attorney] Alston made, executed, and delivered to GreenPoint . . . a Mortgage, Assignment of Rents and Security Agreement ("the Mortgage") . . . Said Mortgage was recorded in the Office of the Department of Records in and for Philadelphia County on August 2, 2007, as Instrument Number 51745935. A true and correct copy of the Mortgage . . . [was] annexed to [US Bank's] accompanying motion as **Exhibit B**.
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> Thereafter, [the Mortgage passed by Assignments to and from various entities, and eventually,] by Assignment of Mortgage dated October 27, 2021, CitiBank . . . assigned said Mortgage to U.S. Bank . . . being recorded in the Office of the Department of Records in and for Philadelphia County on January 14, 2022, as Instrument No. 53944543. [T]rue and correct cop[ies] of the [nine] Assignment[s] of

Mortgage [were] annexed to [US Bank's] accompanying motion as **Exhibit C**.

The Mortgage was modified by a Loan Modification Agreement dated August 29, 2019 between [Attorney Alston] and [US Bank's] predecessor in interest, such Loan Modification Agreement being duly recorded in Philadelphia County on October 15, 2019 as Instrument No. 51578031. A true and correct copy of the Loan Modification Agreement . . . [was] annexed to [US Bank's] accompanying motion as **Exhibit D**.

[US Bank was] the last record assignee of the Mortgage and [was] the proper Plaintiff in this matter by virtue of the foregoing Assignments of Mortgage.

[US Bank] or its custodian/agent [was] in present possession of the original Note as duly [e]ndorsed in blank to the bearer thereof and . . . continuously maintained possession of the original Note at all times relevant hereto and thus [US Bank was] the holder of the Note and [was] entitled to enforce it.

According to the Business Records . . . , the Mortgage [was] due contractually for the monthly payments of principal and interest in the amount of $4,327.72 for the months of December 1, 2019 and successive monthly payments as they became due thereafter. A true and correct copy of the Loan Payment History [was] annexed to [US Bank's] accompanying motion as **Exhibit E**.

Notice of Intention to Foreclose as set forth in Act 6 of 1974 . . . and/or Notice of Default . . . was sent to [Attorney Alston] on February 5, 2020. A true and correct copy of said Notice is annexed to [US Bank's] accompanying motion as **Exhibit F**.

By reason of said default and after demand, [US Bank] or its predecessor elected that the whole principal sum, together with all unpaid interest and advances, became immediately due and payable.

Pursuant to the terms of the Mortgage and Note, the accelerated amount due on the Mortgage and Note as of October 4, 2025, [was] $1,031,333.81, plus additional

> interest . . . [Nevertheless, Attorney Alston] continue[d] to fail and/or refuse[d] to cure the default.

Id. at 2-6 (emphasis in original) (paragraph numbering omitted).

On February 16, 2021, US Bank's predecessor in interest, CitiBank, commenced this mortgage-foreclosure action to force the judicial sale of the Mortgaged Premises. Of relevance to the summary-judgment order before us, Citibank pleaded that the "Mortgage is in default, because the monthly payments due December 1, 2019 and thereafter have not been paid." Citibank's Complaint at 1, ¶ 5.

In his Answer and Affirmative Defenses, Attorney Alston did not respond to Citibank's pleading with any claim or documentation showing that he made his monthly mortgage payments of $4,327.72. Instead, he responded with a vague, general denial by pleading that he:

> denies having any knowledge or information sufficient to form a belief as to the allegation[s] contained in this paragraph that seek to interpret the alleged mortgage or terms of alleged mortgage, what constitutes lateness, the running of grace periods or which allege whether [CitiBank] received any payments from other defendants, if any.[2] [Attorney Alston] denies having any knowledge or information sufficient to form a belief as to the allegations contained in this paragraph, regarding what constitutes a default under the alleged mortgage, and refer[s] all questions of law and fact to th[e trial court] for determination at the trial of this action.

Alston's Answer at 2-3, ¶ 5.

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[2] There were no other defendants in this action.

During the pleading stage, CitiBank assigned the Mortgage to US Bank, which substituted itself as Plaintiff. Once the pleadings had closed, Attorney Alston engaged in no discovery and produced no evidence to support the denials in his Answer or any of the affirmative defenses he raised therein. On October 30, 2025, US Bank moved for summary judgment and produced the Mortgage, Note, Assignments, and Mr. Morrison's Affidavit for the trial court to review.

Attorney Alston requested an extension of time to file his response to the summary-judgment motion, and the trial court gave him until January 5, 2026 to do so. He missed that new deadline. Instead, Attorney Alston filed his response to the motion three days late, on January 8, 2026.

On the same day, Judge Idee Fox signed an order granting summary judgment to US Bank. She indicated that there was "no Response" to the motion for summary judgment. T.C.O., 1/8/26, at 1. The Office of Judicial Records did not docket or notify the parties of the filing of Judge Fox's order until the following day.

Two weeks later, Attorney Alston moved for reconsideration, based on the fact that he had filed his untimely response to the summary-judgment motion prior to the docketing of the order granting summary judgment. He averred that he suffered "from a severe diabetic foot ulcer, which caused significant pain, immobility, and an inability to access treatment due to an unexpected change in insurance." Alston's Motion for Reconsideration at 2 (emphasis removed). Attorney Alston claimed that the trial court mistakenly

treated the motion for summary judgment "as unopposed, but the matter had become ***contested*** as of the January 8, 2026 filing." ***Id.*** (emphasis in original). He therefore asked the trial court to grant reconsideration; vacate its January 8, 2026 Order; and deny summary judgment to US Bank.

The trial court assigned his reconsideration motion to Judge Fox. ***See*** 1/23/26 Docket Entry. However, on February 3, 2026, Judge Kenneth Powell entered an order expressly granting reconsideration but refusing to vacate Judge Fox's summary-judgment order. "[U]pon consideration of [Attorney Alston's] Motion for Reconsideration and no responses thereto, if any, it is hereby: ORDERED and DECREED that the Motion is GRANTED. The Court's prior Order entered on or about January 9, 2026 REMAINS, having considered [Attorney Alston's] Response in Opposition to [the] Motion for Summary Judgment . . . ." T.C.O., 2/3/26, at 1 (emphasis removed).

The next day, Judge Fox entered a separate order, wherein she denied reconsideration. She wrote, "upon consideration of [Attorney Alston's] Motion for Reconsideration and no responses thereto, if any, it is hereby: ORDERED and DECREED that the Motion is DENIED." T.C.O., 2/4/26, at 1 (emphasis removed).

On February 9, 2026, Attorney Alston appealed from the order granting summary judgment, the order expressly granting reconsideration but denying further relief, and the order denying reconsideration.

He raises three appellate issues which we have reordered as follows for ease of disposition:

> 1. Whether summary judgment was improper where genuine issues of material fact existed concerning standing, chain of title, authority of alleged agents and signatories, default, amount due, payment application, the 2019 modification, and the evidentiary foundation supporting [US Bank's] proof.
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> 2. Whether the trial court violated the coordinate-jurisdiction rule and law-of-the-case doctrine where Judge Kenneth Powell entered an order on February 3, 2026 granting reconsideration and expressly stating that [Attorney Alston's] Response in Opposition to [US Bank's] Motion for Summary Judgment had been considered, but Judge Idee C. Fox entered a contrary order the following day denying reconsideration without identifying any recognized exception to the coordinate-jurisdiction rule.
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> 3. Whether the trial court committed reversible error in entering and maintaining summary judgment, where [Attorney Alston] filed a Response in Opposition before entry of judgment, the trial court later acknowledged that the Response had been filed, and the record does not establish that the Response was meaningfully considered before summary judgment was entered and maintained.

Alston's Brief at 5. We dispose of all three issues together.

On the merits, Attorney Alston contends Judge Fox improperly granted summary judgment to US Bank, because, in his pleading and response to the summary-judgment motion, he challenged US Bank's "standing, chain of title, authority of alleged agents, existence of default, amount due, payment application, pandemic-era servicing conduct, the validity of the 2019 modification, and the competency of [Mr. Morrison] and [US Bank's] business records." ***Id.*** at 12. Attorney Alston cites to ***JP Morgan Chase Bank, N.A. v. Murray***, 63 A.3d 1258, 1261-62 (Pa. Super. 2013), for the proposition

that, if "material disputes exist concerning standing, default, ownership or the note, payment history, and evidentiary foundation, [then] summary judgment is inappropriate." ***Id.*** Notably though, he neglects to review the facts of ***JP Morgan Chase*** or to compare that precedent to this case.

Additionally, Attorney Alston asserts that, even if Judge Fox correctly granted summary judgment, the subsequent "procedural irregularities surrounding [his] response and the conflicting February 2026 orders prevent confidence that the complete summary-judgment record was properly evaluated" in the trial court. ***Id.*** at 13. According to Attorney Alston, those procedural irregularities require us to vacate the judgment and remand for further proceedings. He is incorrect on both counts.

We begin with Attorney Alston's suggestion that we remand for further proceedings in light of Judge Fox's failure to consider his untimely response to the motion for summary judgment. As explained below, our appellate scope and standard of review alleviate any need for a remand.

The trial court may grant summary judgment if there is no genuine issue of material fact appearing on the record, and the moving party is entitled to judgment as a matter of law. ***See*** Pa.R.Civ.P. 1035.2(1). "In making this assessment, we view the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party." ***Payne v. Commonwealth, Department of Corrections,*** 871 A.2d 795, 800 (Pa. 2005) (citation omitted). "The scope of review of an order granting summary judgment is

plenary." ***Belden & Blake Corp. v. Commonwealth, Department of Conservation & Natural Resources***, 969 A.2d 528, 531 (Pa. 2009).

"To the extent the issues before us are questions of law, our standard of review is *de novo;* thus, we need not defer to the [trial] court's determinations." ***Id.*** Whether genuine issues of material fact exist in the record that the parties developed throughout discovery is a question of law, and "therefore, on that question our standard of review is *de novo*." ***Weaver v. Lancaster Newspapers, Inc.***, 926 A.2d 899, 902-03 (Pa. 2007) (citations omitted).

Attorney Alston contends the trial court erroneously granted US Bank's motion for summary judgment, because there are genuine issues of material fact appearing in the record. Therefore, his argument implicates the *de novo* standard of review, and we need not defer to the reasoning of the trial court for granting summary judgment. In fact, "we may affirm the decision of the trial court on any valid basis appearing of record," including the most obvious basis, *i.e.*, summary judgment is appropriate. ***Louis Dreyfus Commodities Suisse SA v. Fin. Software Sys., Inc.***, 99 A.3d 79, 82 (Pa. Super. 2014).

Because we do not defer to the reasoning of trial courts when reviewing grants of summary judgment, any alleged procedural miscues that occurred after Judge Fox granted summary judgment have no bearing upon and do not hinder our appellate review. Hence, contrary to Attorney Alston's contention, vacating Judge Fox's order granting summary judgment is not required due to anything that happened in the trial court on or after January 8, 2026.

This Court has the benefit of the full record that US Bank developed during discovery and the briefing of both parties. Thus, the issue of whether Judge Fox correctly granted summary judgment to US Bank is properly before this Court for appellate review, even if she granted the motion because she thought Attorney Alston did not file a response.[3]

Also, the motion for reconsideration and the February 3 and February 4 Orders of Judges Powell and Fox have no impact upon our ability to review the merits of the sole legal question before us, namely, whether summary judgment was appropriate.

Therefore, we need not consider whether the February orders violated the coordinate-jurisdiction rule or whether Judge Fox reviewed Attorney Alston's response to the motion for summary judgment before she entered the January 8, 2026 Order. Accordingly, we dismiss Attorney Alston's two claims of procedural error as moot.

Turning to the merits of whether summary judgment was appropriate here, Attorney Alston claims that genuine issues of material fact appear on the record that require a trial. We disagree.

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[3] Under the Pennsylvania Rules of Civil Procedure, Attorney Alston had 30 days from the filing of US Bank's motion for summary judgment to file this response in opposition. ***See*** Pa.R.Civ.P. 1035.3. The trial court granted him additional time to file his response, but he still missed the deadline. As a result of his tardy filing, arguably, Judge Fox may have acted within her discretion when she granted summary judgment, at least procedurally, on the basis that Attorney Alston did not file a response to the motion. As we discuss herein, Judge Fox was also legally correct even when we consider Attorney Alston's tardy response to the motion.

When opposing a motion for summary judgment, the non-moving party:

> may not rest upon the mere . . . denials of the pleadings but must file a response 30 days after service of the motion identifying (1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from a challenge to the credibility of one or more witnesses testifying in support of the motion, or (2) evidence in the record establishing the facts essential to the cause of action or defense which the motion cites as not having been produced.

Pa.R.Civ.P. 1035.3(a).

In his untimely response to the motion for summary judgment, Attorney Alston did none of the above things to create a genuine issue of material fact. His response merely stated, without reference to any facts of record, that "MATERIAL FACTS ARE GENUINELY DISPUTED." Alston's Response to Response in Opposition to Motion for Summary Judgment at 2.

Attorney Alston then reiterated the denials in his pleading, rather than coming forward with any evidence to support those denials. In fact, he did not even produce his own affidavit to contradict the factual assertions of Mr. Morrison in his sworn affidavit. Indeed, it seems that Attorney Alston is under the impression that, so long as he challenges the facts of record, that somehow makes them questionable. He is incorrect.

"In an action of mortgage foreclosure, the entry of summary judgment is proper, even though the defendants never admit the amount of the indebtedness in their pleadings, where it is admitted that the mortgage is in default, that the mortgagors have failed to pay interest on the obligation, and

that the recorded mortgage is in the specified amount." 22 STANDARD PENNSYLVANIA PRACTICE 2D § 121:76. Here, in his answer to the complaint, Attorney Alston only made the most general of denials to Citibank's allegation that he was in default on the mortgage. As the mortgagee, Attorney Alston certainly has actual knowledge of whether he made the monthly mortgage payments on his mortgage.

His general denials are not permitted under Pa.R.Civ.P. 1029. Rule 1029, which dictates that:

> (b) Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or a demand for proof, except as provided by subdivision (c) of this rule, shall have the effect of an admission.
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> (c) A statement by a party that after reasonable investigation the party is without knowledge or information sufficient to form a belief as to the truth of an averment shall have the effect of a denial.
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> *Note*
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> Reliance on subdivision (c) does not excuse a failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. ***See Cercone v. Cercone****,* 254 Pa. Super. 381, 386 A.2d 1 (1978).

Pa.R.Civ.P. 1029.

We have long held that, 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 must be considered an admission of those facts." ***First Wisconsin Tr. Co. v.***

Strausser, 653 A.2d 688, 692 (Pa. Super. 1995). "Unquestionably, apart from [a mortgagee], [mortgagors] are the only parties who would have sufficient knowledge on which to base a specific denial." ***Id.*** (quoting ***New York Guardian Mortgage Corp. v. Dietzel****,* 524 A.2d 951, 952 (Pa Super. 1987)) (some punctuation omitted).

Here, Attorney Alston's answers to the allegations in US Bank's complaint amounted to nothing more than general denials and demands for proof under Pa.R.Civ.P. 1029(c). As such, we deem his general denials to be admissions pursuant to the provisions of 1029(b) and ***Cercone, supra***. Mr. Morrison's review of the relevant legal documents in the Philadelphia Department of Real Estate and other business records of US Bank undeniably support the allegations in the complaint. Therefore, even viewing Attorney Alston's admissions and Mr. Morrison's affidavit in the light most favorable to Attorney Alston, there are no genuine issues of material fact to resolve at a trial.

Even if she did not review Attorney Alston's response to the motion, Judge Fox still correctly granted summary judgment to US Bank. We dismiss Attorney Alston's final issue as meritless.

Orders affirmed. Case remanded for judicial sale of the Mortgaged Premises.

Jurisdiction relinquished.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 11/9/2026