

SHORT FORM ORDER

SUPREME COURT - STATE OF NEW YORK - COUNTY OF NASSAU

PRESENT: HON. ANTHONY L. PARGA, J.S.C.

SAMUEL MELENDEZ & MARIA A.
MELENDEZ,

Plaintiffs,

- against -

KEVIN STEWART FLORES, JOANNE
FLORES, KIM CULLEN,

Defendants.

Sequence #01

Motion Date: 8/2/00

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Part 26

Order to Show Cause	1
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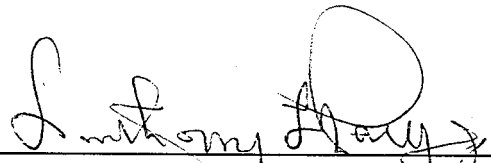
Upon the foregoing papers, the motion by defendant Joanne Flores ("defendant") for an order (1) enjoining the plaintiffs from foreclosing on a mortgage and note executed by said defendant, (2) enjoining the plaintiffs from assigning the mortgage and note, and (3) vacating defendant Joanne Flores' default, is denied in its entirety.

Defendant Joanne Flores has failed to sufficiently demonstrate both a reasonable excuse for her default and a meritorious defense to the foreclosure action (*Simmons First Natl. Bank v. Mandracchia*, 248 AD2d 375). The affidavit of the process server constituted *prima facie* evidence of proper service pursuant to CPLR 308(2), and defendant's conclusory denial of service is insufficient to dispute the veracity or content of the affidavit and raise any issue of fact which would warrant a hearing (see, *Dominican Sisters of Ontario v. Dunn*, __ AD2d __, 707 NYS2d 215 [2nd Dept. 2000]; *Simmons First Natl. Bank v. Mandracchia*, *supra*; *Manhattan Sav. Bank v. Kohen*, 231 AD2d 499; *Sando Realty Corp. v. Aris*, 209 AD2d 682). The defendant failed to specifically refute the contents of the affidavits of

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service or substantiate her own conclusory allegation by proffering an affidavit from Kim Cullen, the co-tenant who was purportedly served with process (see, *Remington Invs. v. Seiden*, 240 AD2d 647). Moreover, the defendant's bald defense, that her signature on the mortgage is a forgery, lacks merit since the attorney who witnessed her signature has come forward and affirmed that fact (see, *G.E. Capital Mtge. Servs. v. Holbrooks*, 245 AD2d 170; *Dime Sav. Bank of New York FSB v. Cromwell Morgan & Co., Inc.*, 232 AD2d 950).

Dated: October 25, 2000



Anthony L. Parga, J.S.C.
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