SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION, SECOND JUDICIAL DEPARTMENT

U.S. Bank N.A. v. Jones-Boakai

2026 NY Slip Op 03016 · No. 2024-04475 · Decided May 13, 2026

SUMMARY

The New York Appellate Division, Second Department affirmed an order granting Joyce Jones-Boakai summary judgment dismissing a mortgage foreclosure complaint as time-barred. The court held that the mortgage debt was accelerated when the plaintiff commenced a 2009 foreclosure action, that a purported unilateral de-acceleration did not reset the limitations period under the Foreclosure Abuse Prevention Act, and that retroactive application of the Act did not violate constitutional protections.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Francesca E. Connolly, J.P.; Cheryl E. Chambers, J.; Helen Voutsinas, J.; Elena Goldberg Velazquez, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	May 13, 2026
DOCKET	2024-04475
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from an order granting the defendant's motion for summary judgment dismissing the mortgage-foreclosure complaint against her as time-barred.
STANDARD OF REVIEW	Whether the defendant established prima facie entitlement to summary judgment as a matter of law and whether the plaintiff raised a triable issue of fact in opposition.
PRECEDENTIAL VALUE	published
PARTIES	U.S. Bank National Association v. Joyce Jones-Boakai

TOPICS

foreclosure · mortgages · statute of limitations · summary judgment · appellate procedure

PRACTICE AREAS

real estate law · mortgage foreclosure · civil procedure · appellate procedure · statutory interpretation · constitutional law

QUESTIONS PRESENTED

1. Whether the 2009 foreclosure action accelerated the entire mortgage debt and began the six-year statute of limitations.
2. Whether the plaintiff's purported unilateral de-acceleration of the loan revived or reset the statute of limitations under CPLR 203 as amended by the Foreclosure Abuse Prevention Act.
3. Whether the Foreclosure Abuse Prevention Act applies retroactively.
4. Whether retroactive application of the Foreclosure Abuse Prevention Act violates the Due Process Clauses, Contracts Clause, or Takings Clause.

HOLDINGS

1. A mortgage debt is accelerated, and the statute of limitations begins to run on the entire debt, when the plaintiff commences a foreclosure action and elects in the complaint to call the entire amount secured by the mortgage due.
2. Under CPLR 203 as amended by FAPA, the plaintiff's purported unilateral de-acceleration of the loan did not revive or reset the statute of limitations.
3. The Foreclosure Abuse Prevention Act applies retroactively to the circumstances presented.
4. Retroactive application of FAPA does not violate the Due Process Clauses of the United States or New York Constitutions, the Contracts Clause, or the Takings Clause of the United States Constitution.

KEY QUOTATIONS

> *“"[E]ven if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the statute of limitations begins to run on the entire debt"”* ([*1])

> *“"Acceleration occurs, inter alia, by the commencement of a foreclosure action wherein the plaintiff elects in the complaint to call due the entire amount secured by the mortgage"”* ([*1])

FACTUAL BACKGROUND

Joyce Jones-Boakai executed a note on February 23, 2006, secured by a mortgage on Brooklyn real property. U.S. Bank commenced a foreclosure action in August 2009 and elected in the complaint to call the entire mortgage debt due. U.S. Bank commenced the present foreclosure action in February 2016, and Jones-Boakai moved for summary judgment, arguing that the action was barred by the six-year statute of limitations as governed by the Foreclosure Abuse Prevention Act. U.S. Bank argued that a July 2015 letter unilaterally de-accelerated the debt and reset the limitations period, and challenged FAPA's retroactive application on constitutional grounds.

PROCEDURAL HISTORY

U.S. Bank commenced a foreclosure action in February 2016 after commencing an earlier foreclosure action in August 2009. The Supreme Court, Kings County, granted Joyce Jones-Boakai summary judgment dismissing the complaint insofar as asserted against her. The Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- US Bank N.A. v. Levy, 239 AD3d 789, 790
- Bank of N.Y. Mellon v. Mor, 201 AD3d 691, 694
- US Bank Trust, N.A. v. Horowitz, 238 AD3d 1093, 1095-1096
- Anglestone Real Estate Venture Partners Corp. v. Bank of N.Y. Mellon, 221 AD3d 943, 946-947
- FV-1, Inc. v. Palaguachi, 234 AD3d 818, 821, 822
- Deutsche Bank Natl. Trust Co. v. Dagrin, 233 AD3d 1065, 1067
- 97 Lyman Ave., LLC v. MTGLQ Invs., L.P., 233 AD3d 1038, 1043
- Van Dyke v. U.S. Bank, N.A., 235 AD3d 517, 518, affd, 2025 NY Slip Op 06537
- US Bank N.A. v. Jones-Boakai, ___ AD3d ___ [Appellate Division Docket No. 2024-02939; decided herewith]

OPINION

U.S. Bank N.A. v. Jones-Boakai 2026 NY Slip Op 03016
PER CURIAM.
U.S. Bank N.A. v Jones-Boakai - 2026 NY Slip Op 03016 skip to main content It appears you are using Adblock. Please disable Adblock to best experience our website. Law Reporting Bureau Thomas J.K. Smith, State Reporter Court Decisions Resources About Home All Court Decisions Decisions U.S. Bank N.A. v Jones-Boakai 2026 NY Slip Op 03016 May 13, 2026 Appellate Division, Second Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This decision is uncorrected and subject to revision before publication in the Official Reports. U.S. Bank National Association, etc., appellant, v Joyce Jones-Boakai, respondent, et al., defendants. Supreme Court of the State of New York, Appellate Division, Second Judicial Department Decided on May 13, 2026 2024-04475, (Index No. 501669/16) Francesca E. Connolly, J.P. Cheryl E. Chambers Helen Voutsinas Elena Goldberg Velazquez, JJ. Goodwin Procter LLP, New York, NY (Allison J. Schoenthal and Richard A. Sillett of counsel), for appellant. Brooklyn Legal Services, Brooklyn, NY (Jenny Eisenberg of counsel), for respondent. [*1] DECISION & ORDER In an action to foreclose a mortgage, the plaintiff appeals from an order of the Supreme Court, Kings County (Larry D. Martin, J.), dated January 2, 2024. The order, insofar as appealed from, granted that branch of the motion of the defendant Joyce Jones-Boakai which was for summary judgment dismissing the complaint insofar as

asserted against her. ORDERED that the order is affirmed insofar as appealed from, with costs. On February 23, 2006, the defendant Joyce Jones-Boakai (hereinafter the defendant) executed a note, which was secured by a mortgage on certain real property located in Brooklyn. In August 2009, the plaintiff commenced an action to foreclose the mortgage (hereinafter the 2009 action). In an order dated July 16, 2013, the Supreme Court, sua sponte, directed dismissal of the complaint in the 2009 action as abandoned pursuant to CPLR 3215(c) (see US Bank N.A. v Jones-Boakai , ___ AD3d ___ [Appellate Division Docket No. 2024-02939; decided herewith]). In February 2016, the plaintiff commenced this action to foreclose the mortgage against the defendant, among others. In October 2023, the defendant moved, inter alia, for summary judgment dismissing the complaint insofar as asserted against her as time-barred pursuant to the Foreclosure Abuse Prevention Act (FAPA) (L 2022, ch 821, § 8 [eff Dec. 30, 2022]). The plaintiff opposed the motion, contending, among other things, that a letter it allegedly sent in July 2015 de-accelerated the mortgage debt and reset the statute of limitations. The plaintiff further contended that FAPA should not be applied retroactively and that the retroactive application of FAPA would violate the Due Process Clauses of the United States and New York State Constitutions, as well as the Contracts and Takings Clauses of the United States Constitution. In an order dated January 2, 2024, the Supreme Court, inter alia, granted that branch of the defendant's motion which was for summary judgment dismissing the complaint insofar as asserted against her. The plaintiff appeals. An action to foreclose a mortgage is subject to a six-year statute of limitations (see CPLR 213[4]). "[E]ven if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the statute of limitations begins to run on the entire debt" (US Bank N.A. v Levy , 239 AD3d 789, 790 [internal quotation marks omitted]; see Bank of N.Y. Mellon v Mor , 201 AD3d 691, 694). "Acceleration occurs, inter alia, by the commencement of a foreclosure action wherein the plaintiff elects in the complaint to call due the entire amount secured by the mortgage" (US Bank N.A. v Levy , 239 AD3d at 790 [internal quotation marks omitted]). Here, the mortgage debt was first accelerated, and the statute of limitations began to run, when the plaintiff commenced the 2009 action, in which it elected to call due the entire amount secured by the mortgage (see id.). As the plaintiff commenced this action more than six years after the initial acceleration of the mortgage debt, the defendant demonstrated her prima facie entitlement to judgment as a matter of law dismissing the complaint insofar as asserted against her as time-barred (see US Bank Trust, N.A. v Horowitz , 238 AD3d 1093, 1095). In opposition, the plaintiff failed to raise a triable issue of fact. Contrary to the plaintiff's contention, pursuant to CPLR 203, as amended by FAPA, the plaintiff's purported unilateral de-acceleration of the loan failed to revive or reset the statute of limitations (see id . § 203[h]; US Bank N.A. v Levy , 239 AD3d at 790; Anglestone Real Estate Venture Partners Corp. v Bank of N.Y. Mellon , 221 AD3d 943, 946-947). The plaintiffs' contention that FAPA should not apply retroactively is without merit (see US Bank Trust, N.A. v Horowitz , 238 AD3d at 1096; FV-1, Inc. v Palaguachi , 234 AD3d 818, 821; Deutsche Bank Natl. Trust Co. v Dagrin , 233 AD3d 1065, 1067). The plaintiff's further contentions that the retroactive

application of FAPA violates the Due Process Clauses of the United States or New York Constitutions or the Contracts or Takings Clauses of the United States Constitution are also without merit (see US Bank N.A. v Levy , 239 AD3d at 790; US Bank Trust, N.A. v Horowitz , 238 AD3d at 1096; FV-1, Inc. v Palaguachi , 234 AD3d at 822; Deutsche Bank Natl. Tr. Co. v Dagrin , 233 AD3d at 1067; 97 Lyman Ave., LLC v MTGLQ Invs., L.P. , 233 AD3d 1038, 1043; see also Van Dyke v U.S. Bank, N.A. , 235 AD3d 517, 518, affd ___ NY3d ___, 2025 NY Slip Op 06537). Accordingly, the Supreme Court properly granted that branch of the defendant's motion which was for summary judgment dismissing the complaint insofar as asserted against her. CONNOLLY, J.P., CHAMBERS, VOUTSINAS and GOLDBERG VELAZQUEZ, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court Court Decisions All Court Decisions Official Reports Service Bound Volumes Decision Search Resources RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index About About the Law Reporting Bureau About our Operations Contact Us Twitter Quick Contact Info 17 Lodge Street Albany, NY 12207 Phone: (518) 453-6900 Links to or from other sites do not signify endorsement or relationship with them.
PER CURIAM.
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for summary judgment dismissing the complaint insofar as asserted against her.</p> <p>ORDERED that the order is affirmed insofar as appealed from, with costs.</p> <p>On February 23, 2006, the defendant Joyce Jones-Boakai (hereinafter the defendant) executed a note, which was secured by a mortgage on certain real property located in Brooklyn. In August 2009, the plaintiff commenced an action to foreclose the mortgage (hereinafter the 2009 action). In an order dated July 16, 2013, the Supreme Court, sua sponte, directed dismissal of the complaint in the 2009 action as abandoned pursuant to CPLR 3215(c) (<i>see</i> <i>US Bank N.A. v Jones-Boakai</i>, ___ AD3d ___ [Appellate Division Docket No. 2024-02939; decided herewith]).</p> <p>In February 2016, the plaintiff commenced this action to foreclose the mortgage against the defendant, among others. In October 2023, the defendant moved, inter alia, for summary judgment dismissing the complaint insofar as asserted against her as time-barred pursuant to the Foreclosure Abuse Prevention Act (FAPA) (L 2022, ch 821, § 8 [eff Dec. 30, 2022]). The plaintiff opposed the motion, contending, among other things, that a letter it allegedly sent in July 2015 de-accelerated the mortgage debt and reset the statute of limitations. The plaintiff further contended that FAPA should not be applied retroactively and that the retroactive application of FAPA would violate the Due Process Clauses of the United States and New York State Constitutions, as well as the Contracts and Takings Clauses of the United States Constitution.</p> <p>In an order dated January 2, 2024, the Supreme Court, inter alia, granted that branch of the defendant's motion which was for summary judgment dismissing the complaint insofar as asserted against her. The plaintiff appeals.</p> <p>An action to foreclose a mortgage is subject to a six-year statute of limitations (<i>see</i> CPLR 213[4]). "[E]ven if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the statute of limitations begins to run on the entire debt" (<i>US Bank N.A. v Levy</i>, 239 AD3d 789, 790 [internal quotation marks omitted]; <i>see</i> <i>Bank of N.Y. Mellon v Mor</i>, 201 AD3d 691, 694). "Acceleration occurs, inter alia, by the commencement of a foreclosure action wherein the plaintiff elects in the complaint to call due the entire amount secured by the mortgage" (<i>US Bank N.A. v Levy</i>, 239 AD3d at 790 [internal quotation marks omitted]).</p> <p>Here, the mortgage debt was first accelerated, and the statute of limitations began to run, when the plaintiff commenced the 2009 action, in which it elected to call due the entire amount secured by the mortgage (<i>see id.</i>). As the plaintiff commenced this action more than six years after the initial acceleration of the mortgage debt, the defendant demonstrated her prima facie entitlement to judgment as a matter of law dismissing the complaint insofar as asserted against her as time-barred (<i>see</i> <i>US Bank Trust, N.A. v Horowitz</i>, 238 AD3d 1093, 1095).</p> <p>In opposition, the plaintiff failed to raise a triable issue of fact. Contrary to the plaintiff's contention, pursuant to CPLR 203, as amended by FAPA, the plaintiff's purported unilateral de-acceleration of the loan failed to revive or reset the statute of limitations (<i>see</i> <i>id</i>. § 203[h]; <i>US Bank N.A. v Levy</i>, 239 AD3d at 790; <i>Anglestone Real Estate Venture Partners Corp. v Bank of N.Y. Mellon</i>, 221 AD3d 943, 946-947). The plaintiffs' contention that FAPA should not apply retroactively is without merit (<i>see</i> <i>US Bank Trust, N.A. v Horowitz</i>, 238 AD3d at 1096; <i>FV-1, Inc. v Palaguachi</i>, 234 AD3d 818, 821; <i>Deutsche Bank Natl. Trust Co. v Dagrin</i>, 233 AD3d 1065, 1067). The plaintiff's further contentions that the retroactive application of FAPA violates the Due Process Clauses of the United States or New York Constitutions or the Contracts or Takings Clauses of the United States Constitution are also without merit (<i>see</i> <i>US Bank N.A. v Levy</i>, 239 AD3d at 790; <i>US Bank Trust, N.A. v Horowitz</i>, 238 AD3d at 1096; <i>FV-1, Inc. v Palaguachi</i>, 234 AD3d at 822; <i>Deutsche Bank Natl. Tr. Co. v Dagrin</i>, 233 AD3d at 1067; <i>97 Lyman Ave., LLC v MTGLQ Invs., L.P.</i>, 233 AD3d 1038, 1043; <i>see</i> <i>also</i> <i>Van Dyke v U.S. Bank, N.A.</i>, 235 AD3d 517, 518, <i>affd</i> ___ NY3d ___, 2025 NY Slip Op 06537).</p> <p>Accordingly, the Supreme Court properly granted that branch of the defendant's motion which was for summary judgment dismissing the complaint insofar as asserted against her.</p> <p>CONNOLLY, J.P., CHAMBERS, VOUTSINAS and GOLDBERG VELAZQUEZ, JJ., concur. </p> <p>ENTER:</p> <p>Darrell M. Joseph</p> <p>Clerk of the Court</p> </div> <div>

PER CURIAM.

 <div> <div> <h1>U.S. Bank N.A. v Jones-Boakai</h1> <p>2026 NY Slip Op 03016</p> <p>May 13, 2026</p> <p>Appellate Division, Second Department</p> <p>Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.</p> <p>This decision is uncorrected and subject to revision before publication in the Official Reports.</p> </div> <div> <p>U.S. Bank National Association, etc., appellant,</p> <p>v</p> <p>Joyce Jones-Boakai, respondent, et al., defendants.</p> </div> <p>Supreme Court of the State of New York, Appellate Division, Second Judicial Department</p> <p>Decided on May 13, 2026</p> <p>2024-04475, (Index No. 501669/16)</p> <p>Francesca E. Connolly, J.P.

</p> <p>Cheryl E. Chambers</p> <p>Helen Voutsinas</p> <p>Elena Goldberg Velazquez, JJ. </p> <div> <p>Goodwin Procter LLP, New York, NY (Allison J. Schoenthal and Richard A. Sillett of counsel), for appellant.</p> <p>Brooklyn Legal Services, Brooklyn, NY (Jenny Eisenberg of counsel), for respondent.</p> </div> [*1] <p>DECISION & ORDER</p> <p>In an action to foreclose a mortgage, the plaintiff appeals from an order of the Supreme Court, Kings County (Larry D. Martin, J.), dated January 2, 2024. The order, insofar as appealed from, granted that branch of the motion of the defendant Joyce Jones-Boakai which was for summary judgment dismissing the complaint insofar as asserted against her.</p> <p>ORDERED that the order is affirmed insofar as appealed from, with costs.</p> <p>On February 23, 2006, the defendant Joyce Jones-Boakai (hereinafter the defendant) executed a note, which was secured by a mortgage on certain real property located in Brooklyn. In August 2009, the plaintiff commenced an action to foreclose the mortgage (hereinafter the 2009 action). In an order dated July 16, 2013, the Supreme Court, sua sponte, directed dismissal of the complaint in the 2009 action as abandoned pursuant to CPLR 3215(c) (<i>see</i> <i>US Bank N.A. v Jones-Boakai</i>, ___ AD3d ___ [Appellate Division Docket No. 2024-02939; decided herewith]).</p> <p>In February 2016, the plaintiff commenced this action to foreclose the mortgage against the defendant, among others. In October 2023, the defendant moved, inter alia, for summary judgment dismissing the complaint insofar as asserted against her as time-barred pursuant to the Foreclosure Abuse Prevention Act (FAPA) (L 2022, ch 821, § 8 [eff Dec. 30, 2022]). The plaintiff opposed the motion, contending, among other things, that a letter it allegedly sent in July 2015 de-accelerated the mortgage debt and reset the statute of limitations. The plaintiff further contended that FAPA should not be applied retroactively and that the retroactive application of FAPA would violate the Due Process Clauses of the United States and New York State Constitutions, as well as the Contracts and Takings Clauses of the United States Constitution.</p> <p>In an order dated January 2, 2024, the Supreme Court, inter alia, granted that branch of the defendant's motion which was for summary judgment dismissing the complaint insofar as asserted against her. The plaintiff appeals.</p> <p>An action to foreclose a mortgage is subject to a six-year statute of limitations (<i>see</i> CPLR 213[4]). "[E]ven if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the statute of limitations begins to run on the entire debt" (<i>US Bank N.A. v Levy</i>, 239 AD3d 789, 790 [internal quotation marks omitted]; <i>see</i> <i>Bank of N.Y. Mellon v Mor</i>, 201 AD3d 691, 694). "Acceleration occurs, inter alia, by the commencement of a foreclosure action wherein the plaintiff elects in the complaint to call due the entire amount secured by the mortgage" (<i>US Bank N.A. v Levy</i>, 239 AD3d at 790 [internal quotation marks omitted]).</p> <p>Here, the mortgage debt was first accelerated, and the statute of limitations began to run, when the plaintiff commenced the 2009 action, in which it elected to call due the entire amount secured by the mortgage (<i>see id.</i>). As the plaintiff commenced this action more than six years after the initial acceleration of the mortgage debt, the defendant demonstrated her prima facie entitlement to judgment as a matter of

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