

Appendix

Appendix Document 1

Mary Lillian Greene v. Frank Greene, Jr., et al., NWH-CV19-6005481-S,
Docket No. 101.00

**SUMMARY PROCESS (EVICTION)
ANSWER TO COMPLAINT**JD-HM-5 Rev. 8-19
C.G.S. §§ 47a-4a, 47a-5, 47a-7, 47a-15, 47a-20,
47a-20e, 47a-23c, 47a-33, 47a-57, 49-31p**ADA NOTICE**The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov**COURT USE ONLY**

ANSWER	ASD

Name of case	Mary Lilian Greene (Mother) vs Frank Greene Jr	Docket number	19-0005481
<input type="checkbox"/> Judicial District	<input checked="" type="checkbox"/> Housing Session	Address of Court (Number, street, and town)	17 Belden Ave Norwalk Ct 06850

Section 1 — Summary Process (Eviction) AnswerFor each numbered paragraph of the landlord's Complaint, select whether you **Agree**, **Disagree**, or **Do Not Know**.

- | | | | | | |
|-----------------------------------|--|--------------------------------------|-----------------------------------|--|--------------------------------------|
| 1. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> | 5. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 2. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> | 6. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 3. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> | 7. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 4. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> | 8. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |

Section 2 — Special Defenses (Facts showing the court that the plaintiff has no legal right to evict you.)

Not all the special defenses listed below may apply to the reason(s) for eviction claimed by the landlord's complaint.

Select the special defenses that show the court that the plaintiff has no legal right to evict you and fill in the information requested.

- a. ☐ All rent has been paid to my landlord.
- b. ☐ Rent was offered to my landlord on (date): _____ which was before I received the Notice to Quit.
- c. ☐ No rent is due under Connecticut law because of the housing or health code violations listed below:
- d. ☐ I notified ☐ my landlord, ☐ Housing Code, ☐ the Health Department, and/or ☐ the Building Department of the violations listed in section c, above, on (date): _____
- e. ☐ This eviction is being brought because I contacted ☐ my landlord and/or ☐ public officials or agencies to complain about my apartment.
- f. ☐ I filed a rent increase complaint with the Fair Rent Commission on (date): _____
- g. ☐ I live in a building or complex with 5 units or more or in a mobile manufactured home park and
☐ I have a physical or mental disability, or
☐ I am 62 years old or older, or
☐ my spouse, sibling, parent or grandparent is 62 years old or older and permanently lives with me, or
☐ my spouse, sibling, parent or grandparent has a physical or mental disability and permanently lives with me.
- h. ☐ This eviction was brought after a foreclosure action, and
☐ I have a written lease that is still in effect, or
☐ I never received a 90 day letter (notice) before the notice to quit was delivered (served).
- i. ☐ I remedied the issue(s) listed in the pre-termination notice delivered to me under Connecticut law.

Additional information:

I (Frank Greene Jr.) co-own the property, I am not a tenant

Defendant's (Tenant's) Certification

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) _____ to all attorneys and self-represented parties of record, and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to:

Levy's Tavern
140 Sherman St 5th floor
Fairfield Ct 06824

Signed (Attorney or self-represented party)

Print or type name of person signing

Mailing address

2 Third St E. Norwalk Ct 06855

Telephone number

302 559-7638

Appendix Document 2

Mary Lillian Greene v. Frank Greene, Jr., et al., NWH-CV19-6005481-S, Docket No. 110.00

SUPERIOR COURT
NORWALK HOUSING SESSION
17 BELDEN AVE
NORWALK, CT 06850

FRANK GREENE JR
2 THIRD STREET
E. NORWALK, CT 06855

Docket Number: NWH-CV-19-6005481-S
Case Caption: GREENE, MARY LILLIAN

Notice Issued 12/30/2019
v. GREENE, JR, FRANK

Motion To Stop Sale

I, Frank Greene Jr, request stop sale of property until after Special Defense to Eviction is heard

One attachment: email with intent to sell

Today's date: February 7, 2020

Certification

I certify that a copy of this document was mailed on February 7, 2020 to:

Hirsh Levy & Fountain LLC (423077)
140 Sherman St. 5th Floor
Fairfield, Ct 06850

HOUSING SESSION
AT NORWALK, CT
2020 FEB -7 PM 12:46
OFFICE OF THE CLERK
SUPERIOR COURT



2.7.20

Compose ← Back ↩ ➡ Archive Move Delete Spam 2

Inbox 2 Fw: Greene Yahoo/Inbox

Unread

Starred

Drafts 28

Sent

Archive

Spam

Trash

Less

Views Hide

Photos

Documents

Deals


Receipts

Groceries

Travel

Folders Hide

New Folder



Lila Grimes <lilagreene@sbcglobal.net>
To: Frank Greene
Cc: Nancy Norelli

Nov 25 at 8:39 AM

Frank,
 I am putting Mom's house on the market. (See note from Atty. Norelli below). I am contacting a real estate company this week. It will be sold as is. Please remove yourself and all your belongings from Mom's house. Do not touch anything that belongs to Kent or Theresa. If you refuse to move, I am prepared to begin the eviction process. I am sorry it has come to this, but you are leaving no other choice.
 Thanks,
 Lila

----- Forwarded Message -----
From: Nancy Norelli <nancy@norellilaw.com>
To: Lila Grimes <lilagreene@sbcglobal.net>
Sent: Thursday, November 21, 2019, 02:51:01 PM EST
Subject: Greene

Dear Lila,
 I am writing to let you know that we are very close to having the petition and order completed for the sale of the house. Feel free to go ahead and get the house on the market. Sign the listing agreement as General Guardian of your mother.
 Please call with any questions.
 Best regards,
 Nancy

NANCY BLACK NORELLI
 ATTORNEY AT LAW
 10000 WEST 10TH AVE, SUITE 100
 DENVER, CO 80231
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.NORELLILAW.COM

Password overload? Let us help.

Never forget or mistype another password. As a part of the Yahoo family you get a free 30-day trial* of LastPass.

Try LastPass free*

Attachment to 2:7:20 motion

Appendix Document 3

Mary Lillian Greene v. Frank Greene, Jr., et al., NWH-CV19-6005481-S,
Docket No. 112.00

SUPERIOR COURT
NORWALK HOUSING SESSION
17 BELDEN AVE
NORWALK, CT 06850

FRANK GREENE JR
2 THIRD STREET
E. NORWALK, CT 06855

Docket Number: NWH-CV-19-6005481-S
Case Caption: GREENE, MARY LILLIAN

Notice Issued 12/30/2019
v. GREENE, JR, FRANK

Motion To Stop Sale

I, Frank Greene Jr, request stop sale of property until after all action involving Frank Greene Jr vs Lillian Greene and/or Lila Grimes (Lillian Greene's fiduciary, Lillian's daughter, Frank Jr's sister) involving ownership of 2 Third Street is complete


One exhibit: Deed 4601 Pg031, & pg032

Today's date: February 25, 2020

Certification

I certify that a copy of this document was delivered in person to a representative of the listed firm on February 25, 2020:

Hirsh Levy & Fountain LLC (423077)
140 Sherman St. 5th Floor
Fairfield, Ct 06850


2.25.20

HOUSING SESSION
AT NORWALK, CT
2020 FEB 25 AM 10:45
OFFICE OF THE CLERK
SUPERIOR COURT



Know All Men By These Presents

020779

That we, FRANK GREENE and MARY LILLIAN GREENE both of 2 Third Street in the City of Norwalk County of Fairfield and State of Connecticut

for divers good causes and considerations thereunto moving, especially for Love and affection only (no monetary consideration) received to our full satisfaction of FRANK GREENE JR. of 602 W 3rd Street, Wilmington Delaware and LILA DENISE GRIMES of 134 Chalmers Avenue, Bridgeport, CT. 06604

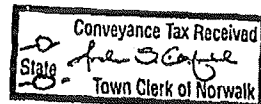
have remised, released, and forever quitclaimed, and do by these presents, for ourselves and our successors and heirs, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Releasees FRANK GREENE, JR. and LILA DENISE GRIMES, and their

successors, heirs and assigns forever, all such right and title as we the said Releasees FRANK GREENE and MARY LILLIAN GREENE has or ought to have in or to

All that certain tract or parcel of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, together with the buildings thereon standing, being bounded and described as follows:

NORTHERLY: 50 feet by the highway known as Third Street;
EASTERLY: 150 feet by land now or formerly of Hyman and Alex Jaffe;
SOUTHERLY: 50 feet by land of Leroy Montgomery, and
WESTERLY: 150 feet in part by land now or formerly of Minnie Frankowitz, in part now or formerly of George L. Hebrnalt and in part, now or formerly by land of Claribel Hendricks.

Being the same premises as described in Deed recorded in Volume 374 at Page 168 of the City of Norwalk Land Records.



RECORDED
NOV 19 1964
CITY OF NORWALK

To Have and to Hold the premises unto then the said Releasees
FRANK GREENE, JR. and LILA DENISE GRIMES

and to their successors, heirs and assigns, to the only use and behoof
of the said Releasees FRANK GREENE, JR. and LILA DENISE GRIMES and their

successors, heirs and assigns forever, so that neither we the said Releasees
FRANK GREENE and MARY LILLIAN GREENE

nor any other person or persons in our name and behalf, shall or will hereafter claim or
demand any right or title to the premises or any part thereof, but they and every of them
shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hand and seals
this 4th day of October in the year of our Lord Two Thousand
and Two.

Signed, Sealed and Delivered in presence of

Edward J. Zamm
Edward J. Zamm

Frank Greene
Frank Greene

Patricia Johnson
Patricia Johnson

Mary Lillian Greene
Mary Lillian Greene

State of Connecticut, } ss. NORWALK
County of FAIRFIELD }

On this the 4th day of October, 2002, before me,
Edward J. Zamm, the undersigned officer, personally appeared
FRANK GREENE and MARY LILLIAN GREENE
known to me (or satisfactorily proven) to be the persons
whose name are subscribed to the within instrument and acknowledged that they
executed the same for the purposes therein contained, as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Edward J. Zamm
Edward J. Zamm

Commissioner of Superior Court

Title of Officer

Latest address of Grantee:

No. and Street 602 W. 3rd Street

City Wilmington

State Delaware Zip

Received for Record October 4

A.D. 2002 at 10:48 A. M. and recorded by

John S. Capitol
Town Clerk

RECORDED AS RECEIVED

Appendix Document 4

Mary Lillian Greene v. Frank Greene, Jr., et al., NWH-CV19-6005481-S, Docket No. 127.00

SUPERIOR COURT
STAMFORD-NORWALK
JUDICIAL DISTRICT

NWH-CV19-6005481-S
MARY LILLIAN GREENE

V.

FRANK GREENE, JR.
NOVEMBER 4, 2020

2020 NOV -5 P 12:11

SUPERIOR COURT
NORWALK HOUSING SESSION
17 BELDEN AVE
NORWALK, CT 06850

MOTION FOR DISMISSAL OF EVICTION

I. BRIEF HISTORY OF CASE

Attorneys for the incompetent 97year old Mary Lillian Greene filed a Notice To Quit

Possession on 12-3-19. None of the 5 reasons given had any factual basis.

On 12-17-19, Plaintiff Attorneys file Summary Process Eviction with erroneous claim.

Count 1 No. 1 states:

On or about, 10/04/02, the plaintiff, as lessor (landlord), and the defendant(s), as lessee (tenant), entered into an oral month to month lease, which was renewed on consecutive months thereafter, for the use and occupancy of the following premises:

2 THIRD STREET, NORWALK, CT 06855

On 2-5-20 Plaintiff admitted that plaintiff and defendant never had an agreement as to monetary compensation for the premises.

On February 25, 2020, Defendant produced deed 4601 Pg031 &Pg032 signed on 10/04/02 by Mary Lillian Greene which states:

Know All Men By These Presents That We, FRANK GREENE and MARY LILLIAN GREENE both of 2 Third Street in the City of Norwalk County of Fairfield and State of Connecticut

For divers good causes and considerations thereunto moving, especially for Love and affection only (no monetary consideration) received to our full satisfaction of FRANK GREENE JR. of 602 W 3rd Street, Wilmington Delaware and LILA DENISE GRIMES of 134 Chalmers Avenue, Bridgeport, Ct. 06604

Have remised, released, and forever quitclaimed, and do by these presents, for ourselves and our successors and heirs, justly and absolutely remise. Release, and forever quit.

Deed clearly shows that plaintiff gave property to defendant. Plaintiff did not attend trial and plaintiff attorneys did not argue against deed or offer alternate deed to argue against deed 4601 pd031 & pg032.

Trial did not prove that defendant Frank Greene, Jr was a tenant. .

II FACTUAL GROUNDS TO SUPPORT DISMISSAL

2 Third St. has never been used as rental property

Notice to Quit had no factual basis,

Count 1 No 1 of original Summary Process Eviction was erroneous.

Judge agreed with nonfactual statement on original Notice To Quit Possession,

Which states: Although you previously had a right or privilege to occupy the premises, said right or privilege has terminated.

III LEGAL GROUNDS TO SUPPORT DISMISSAL

Plaintiff did not prove that Defendant was or is a tenant

There is no legal basis to the statement "Although you previously had a right or privilege to occupy the premises, said right or privilege has terminated" without establishing what changed to caused the termination.

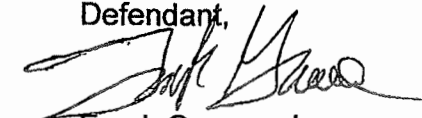
Fed. Agency CDC and Connecticut Gov. Ned Lamont have issued orders against evictions through December 31, 2020.

IV CONCLUSION

Defendant Frank Greene Jr. request Dismissal of Eviction. The eviction is an erroneous claim orchestrated by Lila D. Grimes through Mary Lillian Greene that is only meant to distract, destroy, and delay the Defendant Frank Greene, Jr. as he prepares for the deed fraud case against them. The fraud was initiated on October 4th 2002 when Lila D. Grimes and Mary Lillian Greene hid the transaction of 3 properties to Frank Greene Jr.. Three months later Lila D. Grimes signs deed 4701 pg001 on December 27th 2002 fraudulently adding Frank Greene, Jr. signature to the document, that gave 2 Third Street back to their parents and gave 2 other properties to Mary Lillian Greene that she did not previously own. The ailing father, Frank Greene Sr. never discovered the scam and died in August 2004. Mary Lillian Greene had a stroke in September 2014. In October 2016 Mary Lillian Greene makes Frank Greene Jr. and Lila D. Grimes her power of attorneys severally (book 8690/pg257). In May 2018 Lila D. Grimes deposits \$161,000 into Mary Lillian Greene's account for sale of 39 Harbor Ave.. Previously 39 Harbor Avenue had been the source of 2 rental incomes. Defendant could not understand how Lila D. Grimes could sell the property without his permission and conducted an investigation into the 3 properties. Defendant previously did not understand the meaning of "severally" that allowed her to sell without his permission. Defendant's deed search discovers the fraud that transfers 2 Third Street 06855, 16 Snowden Street 06854, and 39 Harbor Ave 06850 to their parents. On or about July 2018 Lila D. Grimes as sole owner, sold 134 Chalmers Ave. Bridgeport,

CT for less than \$80,000. In July 2018 Lila and her husband take mortgage on 2139 Blue Iris Drive in Matthews, NC for \$283,000. In September 2018 Mary Lillian Greene and Lila D. Grimes move to the home in the suburbs of Charlotte, North Carolina. In September 2019 Lila D. Grimes has Mary Lillian Greene declared incompetent. At that time the State of North Carolina strips Frank Greene, Jr of his responsibility as Mary Lillian Greene's power of attorney. In December 2019 Lila D. Grimes starts this frivolous law suit through Mary Lillian Greene against her brother Frank Greene, Jr. to hide their crime and keep his half of 18 years of 3 separate rents and property sale owed to him. The trial FST-CV-20-5023124 will expose the crime and correct the ownership. I respectfully ask for immediate Dismissal. If Dismissal is not granted at this time, then I request Stay of Execution until trial FST-CV-20-5023124 is complete and Dismissal of this case if the fraud is proved in that case.

Defendant,



Frank Greene, Jr.

Certification

I certify that 2 copies of this document were mailed on November 4, 2020 to:

Hirsh Levy & Fountain LLC
140 Sherman St. 5th Floor
Fairfield, CT 06824
Juris No. 423077

Hon. Edward Krumeich
Judicial District Stamford
123 Hoyt Street
Stamford, CT 06905
FST-CV-20-5023124

DePanfilis & Vallerie LLC
25 Belden Ave., PO Box 699
Norwalk, CT 06852-0699
Juris No. 14995

Mary Lillian Greene
c/o Lila D. Grimes
2139 Blue Iris Drive
Matthews, NC 28104

Appendix Document 5

Mary Lillian Greene v. Frank Greene, Jr., et al., NWH-CV19-6005481-S, Docket No. 129.00

SUPERIOR COURT
STAMFORD-NORWALK
JUDICIAL DISTRICT

NWH-CV19-6005481-S
MARY LILLIAN GREENE
V.
FRANK GREENE, JR.
NOVEMBER 2, 2020

2020 NOV -5 P 12:11

SUPERIOR COURT
NORWALK HOUSING SESSION
17 BELDEN AVE
NORWALK, CT 06850

BRIEF FOR DEFENDANT'S
MOTION FOR STAY OF EXECUTION

I BRIEF HISTORY OF CASE

Attorneys for the incompetent 97year old Mary Lillian Greene filed a Notice To Quit Possession on 12-3-19. None of the 5 reasons given had any factual basis.

On 12-17-19, Plaintiff Attorneys file Summary Process Eviction with erroneous claim.

Count 1 No. 1 states:

On or about, 10/04/02, the plaintiff, as lessor (landlord), and the defendant(s), as lessee (tenant), entered into an oral month to month lease, which was renewed on consecutive months thereafter, for the use and occupancy of the following premises:

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For divers good causes and considerations thereunto moving, especially for Love and affection only (no monetary consideration) received to our full satisfaction of FRANK GREENE JR. of 602 W 3rd Street, Wilmington Delaware and LILA DENISE GRIMES of 134 Chalmers Avenue, Bridgeport, Ct. 06604

Have remised, released, and forever quitclaimed, and do by these presents, for ourselves and our successors and heirs, justly and absolutely remise. Release, and forever quit.

Deed clearly shows that plaintiff gave property to defendant. Plaintiff did not attend trial and plaintiff attorneys did not argue against deed or offer alternate deed to argue against deed 4601 pd031 & pg032.

Trial did not prove that defendant Frank Greene, Jr was a tenant. .

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2 Third St. has never been used as rental property

Notice to Quit had no factual basis,

Count 1 No 1 of original Summary Process Eviction was erroneous.

Judge agreed with nonfactual statement on original Notice To Quit Possession,
Which states: Although you previously had a right or privilege to occupy the premises,
said right or privilege has terminated.

III LEGAL GROUNDS IN SUPPORT OF MOTION TO STAY OF EXECUTION

Plaintiff did not prove that Defendant was or is a tenant

There is no legal basis to the statement "Although you previously had a right or privilege to occupy the premises, said right or privilege has terminated" without establishing what changed to caused the termination.

Fed. Agency CDC and Connecticut Gov. Ned Lamont have issued orders against

evictions through December 31, 2020.

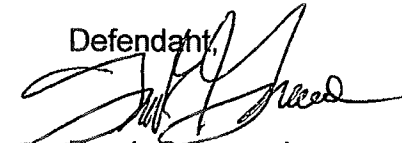
IV CONCLUSION

Defendant Frank Greene Jr. request Motion for Stay Of Execution. The eviction is an erroneous claim orchestrated by Lila D. Grimes through Mary Lillian Greene that is only meant to distract, destroy, and delay the Defendant Frank Greene, Jr. as he prepares for the deed fraud case against them. The fraud was initiated on October 4th 2002 when Lila D. Grimes and Mary Lillian Greene hid the transaction of 3 properties to Frank Greene Jr.. Three months later Lila D. Grimes signs deed 4701 pg001 on December 27th 2002 fraudulently adding Frank Greene, Jr. signature to the document, that gave 2 Third Street back to their parents and gave 2 other properties to Mary Lillian Greene that she did not previously own. The ailing father, Frank Greene Sr. never discovered the crime and died in August 2004. Mary Lillian Greene had a stroke in September 2014. In October 2016 Mary Lillian Greene makes Frank Greene Jr. and Lila D. Grimes her power of attorneys severally (book 8690/pg257). In May 2018 Lila D. Grimes deposits \$161,000 into Mary Lillian Greene's account for sale of 39 Harbor Ave.. Previously 39 Harbor Avenue had been the source of 2 rental incomes.

Defendant could not understand how Lila D. Grimes could sell the property without his permission and conducted an investigation into the 3 properties. Defendant previously did not understand the meaning of "severally" that allowed her to sell without his permission. Defendant's deed search discovers the fraud that transfers 2 Third Street 06855, 16 Snowden Street 06854, and 39 Harbor Ave 06850 to their parents. On

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Defendant,



Frank Greene, Jr.

Certification

I certify that 2 copies of this document was mailed on November 2, 2020 to:

Hirsh Levy & Fountain LLC
140 Sherman St. 5th Floor
Fairfield, CT 06824
Juris No. 423077

Hon. Edward Krumeich
Judicial District Stamford
123 Hoyt Street
Stamford, CT 06905
FST-CV-20-5023124

DePanfilis & Vallerie LLC
25 Belden Ave., PO Box 699
Norwalk, CT 06852-0699
Juris No. 14995

Mary Lillian Greene
c/o Lila D. Grimes
2139 Blue Iris Drive
Matthews, NC 28104