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STATE OF MICHIGAN

COURT OF APPEALS

CYNTHIA ZALEWSKI,

Plaintiff-Appellant,

v

US BANK TRUST NATIONAL ASSOCIATION TRUSTEE, as Trustee of the BKPL-EG SERIES I TRUST, GENISYS CREDIT UNION, DONALD WHITE, and HP FORECLOSURE SOLUTION, LLC,

Defendants-Appellees,

and

SOTTILE & BARILE PLLC and CALLAHAN LAW PC,

Defendants.

FOR PUBLICATION
November 20, 2026
11:10 AM

No. 378897
Oakland Circuit Court
LC No. 2024-210718-CH

Before: ACKERMAN, P.J., and BORRELLO and KOROBKIN, JJ.

ACKERMAN, P.J.

"Every mortgage of real estate, which contains a power of sale, upon default being made in any condition of such mortgage, may be foreclosed by advertisement, in the cases and in the manner specified in" chapter 32 of the Revised Judicature Act (RJA). MCL 600.3201. "The statutes [governing foreclosure] were intended to prevent surprise or unfairness, and they should be enforced in everything substantial." *Reading v Waterman*, 46 Mich 107, 110; 8 NW 691 (1881). These "simple and cheap remedies," *id*., help make mortgage credit available to purchasers seeking to realize the American dream of homeownership. But the efficiency of foreclosure by advertisement comes with statutory safeguards, and irregularities in the foreclosure process may justify setting aside a sale when they prejudice a mortgagor's ability to retain the property.

This case concerns a sheriff's deed that incorrectly identified a six-month redemption period when the applicable statutory period was 12 months. We conclude that this misstatement constituted an irregularity in the foreclosure procedure, contrary to the trial court's determination. Whether that irregularity caused plaintiff Cynthia Zalewski prejudice remains for consideration on remand. We otherwise affirm the trial court's rulings.

I. BACKGROUND

This case involves plaintiff's challenge to the validity of a foreclosure by advertisement on a home she inherited from her mother, Dorothy Zalewski. In 2007, Dorothy obtained a mortgage, securing $50,000 in indebtedness. By the time Dorothy passed away in January 2013 and plaintiff inherited the property, the mortgage had been assigned to NewRez LLC. Plaintiff then began making the mortgage payments, and at the time plaintiff made her last payment to NewRez, she owed approximately $5,800 on the underlying indebtedness.

Plaintiff alleges that, in 2021, she informed NewRez that her income had declined because of the COVID-19 pandemic and that NewRez offered to place a moratorium on the payments. Plaintiff did not make any further payments and alleges that she first learned of a problem with the loan when she discovered a notice posted on the property announcing a sheriff's sale. By then, the mortgage had been assigned to defendant US Bank National Association, which acted as the foreclosing bank.

On December 12, 2023, the property was sold at the sheriff's sale to codefendant HP Foreclosure Solution for approximately $180,000. The evidence of sale provided that the mortgagor owed $18,788.02[1] and that there was a six-month redemption period. Plaintiff soon recognized that because the amount owed was less than two-thirds of the original indebtedness, the correct redemption period was 12 months under MCL 600.3240(12).

After the sheriff's sale, plaintiff spoke with an HP representative about redeeming the property. During that discussion, that employee referred plaintiff to the employee's uncle, codefendant Donald White, who worked at codefendant Genisys Credit Union. Plaintiff attempted to inform White, Genisys, and HP that the correct redemption period was 12 months, but nothing changed. Just before the purported six-month redemption period expired, plaintiff set up a new loan with Genisys to redeem the property. Because of a three-day cooling-off period, however, the loan could not be processed before the six-month period expired.

On October 31, 2024, plaintiff filed the instant lawsuit, raising 10 relevant counts against numerous defendants.[2] In Count I, plaintiff sought to quiet title against HP on the ground that the

[1] The apparent implication is that the $5,800 balance had increased because of interest and late fees.

[2] Defendants Sottile & Barile PLLC and Callahan Law PC were sued for their actions while representing their respective clients, US Bank and HP. Those claims were dismissed, however, and plaintiff does not challenge the dismissal related to those law firms on appeal. Plaintiff also does not challenge the dismissal of her counts regarding alleged violations of MCL 339.918 and

sheriff's deed was defective. In Count II, plaintiff sought a declaratory judgment that US Bank and HP clouded title. In Count III, plaintiff alleged a claim of "inaccurate stated account," which repeated her allegation that US Bank and HP clouded plaintiff's title to the property through the sheriff's deed. In Count IV, plaintiff raised a claim titled "foreclosure conducted based on inaccurate stated account." The gist of that count is that because the mortgage servicers did not send plaintiff any statements after the moratorium was granted, the purported $18,000 amount owed is void. In Count V, plaintiff alleged fraudulent misrepresentation and fraud by US Bank, based on US Bank's representation that she owed $18,000 instead of $5,800. In Count VI, plaintiff sought to void the foreclosure sale based on mistakes US Bank made leading up to the sale. In Count VIII, plaintiff alleged that White and Genisys breached their fiduciary duties to her by "slow-walking" the loan approval process, attempting to convince her that she was not entitled to a 12-month redemption period, and failing to inform her that she could waive her right to the three-day cooling-off period. In Count XI, plaintiff raised a claim titled "illegal refusal of redemption amount" against HP. In Count XII, plaintiff alleged that HP engaged in usury by charging a per diem interest rate in excess of Michigan limitations. Finally, in Count XIV, plaintiff alleged fraudulent misrepresentation and fraud against HP.

On December 30, 2024, HP moved for summary disposition under MCR 2.116(C)(8) and (10). HP's first argument was that, assuming plaintiff was entitled to a 12-month redemption period, she lacked standing to challenge the foreclosure because she had failed to redeem the property within that period. The trial court agreed and granted the motion for summary disposition. Although the court recognized that the redemption period was 12 months, it concluded that plaintiff's failure to redeem within that period deprived her of standing to challenge the foreclosure sale. The court acknowledged a limited exception when a party challenging the foreclosure makes a clear showing of fraud or irregularity in the foreclosure procedure itself but concluded that plaintiff had failed to establish any qualifying irregularity.

US Bank also moved for summary disposition under MCR 2.116(C)(8) and (10). It argued that plaintiff's claims for declaratory judgment, inaccurate account stated, foreclosure based on inaccurate account, fraudulent misrepresentation and fraud, and voiding the foreclosure sale should be dismissed because she had failed to redeem the property within either the 6- or 12-month redemption period. The trial court granted the motion in its entirety. Consistent with its earlier ruling, the court concluded that plaintiff lacked standing to void the foreclosure sale because she failed to redeem the property within the applicable 12-month redemption period.

Genisys and White later moved for summary disposition under MCR 2.116(C)(10) on the remaining claim of breach of fiduciary duty against them. The trial court granted the motion, concluding that the evidence showed only an ordinary debtor-creditor relationship, which did not give rise to a fiduciary duty.

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its federal counterpart, challenging certain eviction proceedings filed against her, alleging that White and Genisys engaged in the unlicensed practice of law, or alleging intentional infliction of emotional distress.

II. SUMMARY DISPOSITION RULINGS

This Court reviews a trial court's decision on a motion for summary disposition de novo. *PNC Nat'l Bank Ass'n v Dep't of Treasury*, 285 Mich App 504, 505; 778 NW2d 282 (2009). The trial court did not specify whether it was acting under MCR 2.116(C)(8) or (10) in granting summary disposition. To the extent the court and the parties relied on materials outside the pleadings, the relief is to be considered as granted under MCR 2.116(C)(10). For claims where materials outside the pleadings were not relied on, MCR 2.116(C)(8) is appropriate. See *Spiek v Dep't of Transp*, 456 Mich 331, 338; 572 NW2d 201 (1998).

"A motion for summary disposition brought under MCR 2.116(C)(8) tests the legal sufficiency of the complaint on the basis of the pleadings alone. The purpose of such a motion is to determine whether the plaintiff has stated a claim upon which relief can be granted." *Beaudrie v Henderson*, 465 Mich 124, 129-130; 631 NW2d 308 (2001). "All well-pleaded factual allegations are accepted as true and construed in a light most favorable to the nonmovant." *Maiden v Rozwood*, 461 Mich 109, 119; 597 NW2d 817 (1999). "The motion should be granted if no factual development could possibly justify recovery." *Beaudrie*, 465 Mich at 129-130.

A motion brought under MCR 2.116(C)(10), on the other hand, tests the factual support for the claim. *Spiek*, 456 Mich at 337. "In evaluating such a motion, a court considers the entire record in the light most favorable to the party opposing the motion, including affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties." *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004). Summary disposition is appropriate when there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. *Kisiel v Holz*, 272 Mich App 168, 170; 725 NW2d 67 (2006).

A. STANDING

The principal issue on appeal is whether the trial court erred by granting summary disposition of plaintiff's foreclosure-related claims for lack of standing. We conclude that the trial court erred by treating the incorrect redemption deadline in the sheriff's deed as insufficient to constitute an irregularity in the foreclosure procedure.

The general nature of foreclosure by advertisement is well established. In the event of certain defaults, a lender may post a notice that the mortgage on mortgaged premises will be foreclosed, MCL 600.3208, after which there is to be a public sale "by the sheriff, undersheriff, or a deputy sheriff of the county, to the highest bidder," MCL 600.3216. The person making the sale must execute "a deed of the premises bid off by him." MCL 600.3232.

Even after the sheriff's sale, the mortgagor retains an opportunity to reclaim the lost property. A sheriff's deed "is void if the mortgagor . . . redeems the entire premises sold by paying the amount required . . . within the applicable time limit . . . to the purchaser . . . or to the register of deeds in whose office the deed is deposited." MCL 600.3240(1). See also *Bryan v JPMorgan Chase Bank*, 304 Mich App 708, 713; 848 NW2d 482 (2014) ("Pursuant to MCL 600.3240, after a sheriff's sale is completed, a mortgagor may redeem the property by paying the requisite amount within the prescribed time limit . . . ."). But "[i]f a mortgagor fails to avail him or herself of the right of redemption, all the mortgagor's rights in and to the property are extinguished." *Id*., citing

Piotrowski v State Land Office Bd, 302 Mich 179, 187; 4 NW2d 514 (1942). Consequently, this Court has held that a mortgagor who fails to redeem the property within the applicable period lacks standing to challenge the foreclosure sale. *Bryan*, 304 Mich App at 715.

There is, however, a limited exception to that general rule. A party may set aside a foreclosure sale in connection with a mortgage foreclosed by advertisement if there is a clear showing of fraud or irregularity. *Diem v Sallie Mae Home Loans, Inc*, 307 Mich App 204, 210-211; 859 NW2d 238 (2014); *Sweet Air Inv, Inc v Kenney*, 275 Mich App 492, 497; 739 NW2d 656 (2007). Importantly, the alleged fraud or irregularity must relate to the foreclosure procedure itself. *Kim v JPMorgan Chase Bank, NA*, 493 Mich 98, 115; 825 NW2d 329 (2012); *Reid v Rylander*, 270 Mich 263, 267; 258 NW 630 (1935). To successfully set aside a foreclosure by advertisement, a mortgagor must establish: "(1) fraud or irregularity in the foreclosure procedure, (2) prejudice to the mortgagor, and (3) a causal relationship between the alleged fraud or irregularity and the alleged prejudice, i.e., that the mortgagor would have been in a better position to preserve the property interest absent the fraud or irregularity." *Diem*, 307 Mich App at 210-211.

The trial court concluded that plaintiff failed to establish any fraud or irregularity within the foreclosure proceeding itself. Instead, it characterized the incorrect redemption deadline in the sheriff's deed as a mere "scrivener's error." On appeal, plaintiff contends that she has set forth "ample examples of 'irregularity,' " including that the deed stated the redemption period was six months instead of the correct 12 months. We agree that this is an irregularity under *Diem*.[3]

There is no dispute that the proper redemption period was 12 months rather than the six months stated on the sheriff's deed.[4] The trial court, however, concluded that the error in the sheriff's deed did not constitute an irregularity in the foreclosure procedure. The court stressed that the notice of the foreclosure sale was published for four consecutive weeks, that the notice was posted at the property in a conspicuous place, and that there were no allegations that the lien itself was invalid.

Compliance with those requirements, however, does not necessarily satisfy all of the procedural requirements for foreclosure by advertisement. "Every mortgage of real estate, which contains a power of sale, upon default being made in any condition of such mortgage, may be foreclosed by advertisement, . . . *in the manner specified in this chapter*," namely, chapter 32 of the RJA. MCL 600.3201 (emphasis added). The Supreme Court has described chapter 32 as "the

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[3] Because we conclude that this is a qualifying irregularity under *Diem*, we need not address plaintiff's remaining arguments regarding whether the evidence of sale correctly reflected the amount of her indebtedness or whether the purchaser's affidavit overstated the per diem interest charge to redeem the property.

[4] No party challenges the trial court's determination that the applicable redemption period was 12 months. Under MCL 600.3240, if the balance owed on a note secured by a mortgage is less than two-thirds of the initial loan amount, the redemption period is 12 months. Here, the approximately $19,000 purportedly owed was substantially less than two-thirds of the original $50,000 indebtedness.

statutory provisions governing the foreclosure of mortgages by advertisement." *Kim*, 493 Mich at 105.

In this regard, MCL 600.3232—which is another provision in chapter 32 of the RJA—requires the sheriff's deed to specify "the time when the [deed] will become operative in case the premises are not redeemed." A statement in the deed identifying a six-month redemption period instead of the correct 12-month period constitutes a significant irregularity, not merely a scrivener's error.[5] The misstatement is more than clerical because it concerns a term that the foreclosure documents must, by law, state accurately. A third party relying on the sheriff's deed may act on the stated redemption deadline, even when that deadline is inconsistent with the statutory redemption period.

Our Supreme Court's decision in *Reading* illustrates the importance of prejudice in determining whether an error in a sheriff's deed warrants relief. There, the Court held that various defects in the sheriff's deed did not justify setting aside the foreclosure sale, not because such defects were categorically insignificant, but because they caused no prejudice. The mortgagor, Waterman, borrowed money to purchase land in May 1849, and in December 1852, his lender published notice of foreclosure, scheduling the sale for March 1853. Yet the sheriff's deed incorrectly stated that it would become effective in March 1844, nearly a decade before the sale, rather than in March 1854, one year afterward. The deed also incorrectly dated the mortgage as having been granted in May 1848 instead of 1849. The Court concluded that "none of the mistakes were substantial, or operated in any way to the prejudice of Waterman." *Reading*, 46 Mich at 112. Thus, the absence of prejudice, rather than the mere clerical nature of the errors, was central to the Court's decision.

To be sure, earlier caselaw establishes that an incorrect effective date on a sheriff's deed does not, by itself, invalidate a foreclosure. In *Johnstone v Scott*, 11 Mich 232 (1863), the mortgage at issue was given in 1839. At that time, the redemption period was two years. 1838 RS pt 3, tit 3, ch 8, § 10. See *Kimmell v Willard's Administrators*, 1 Doug 217, 220 (Mich, 1843). Subsequent legislation reduced the redemption period to one year in some circumstances before returning it to two years. 1840 PA 91, § 3; 1844 PA 40, § 6. In 1846, the Legislature provided that, effective March 1, 1847, redemption periods would return to one year. 1846 RS, ch 130, § 10; *id*. ch 173, § 1. The mortgage in *Johnstone* was foreclosed in September 1847, and the sheriff's deed recited a redemption period of one year. But in *Cargill v Power*, 1 Mich 369, 370-372 (1850), the Supreme Court held that when a mortgage was executed under a two-year redemption period, that period became part of the contract and could not be altered by subsequent

[5] HP's reliance on *United States v Garno*, 974 F Supp 628 (ED Mich, 1997), is misplaced. In *Garno*, the court held that a sheriff's deed that did not contain any deadline for redeeming was not a ground for disturbing the foreclosure sale. *Id*. at 633. The court explained, however, that an accompanying affidavit of sale by sheriff correctly stated the proper redemption period, thereby substantially complying with MCL 600.3232. *Id*. Here, by contrast, no corresponding written instrument identified the correct redemption period.

legislation. That principle formed the basis for the challenge to the sheriff's deed in *Johnstone*. In rejecting the challenge, the Court explained:

> Whether the period of redemption should have been one year or two years, is a question which does not properly arise in the case. To have raised this point, the plaintiff should have shown a tender, or an attempt to redeem within the two years. The foreclosure would not, we think, be void because the sheriff erroneously certified on the back of the deed that it would become absolute in one year, instead of two years. The statute, so far as it imposes the duty of indorsing this certificate, must be looked upon as directory, and his certificate could not alter the legal period of redemption. [*Johnstone*, 11 Mich at 244.][6]

Johnstone is distinguishable for two reasons. First, the Court expressly declined to address whether the redemption period was properly stated as one year or two years because the plaintiff had not made "an attempt to redeem within the two years." That suggests that detrimental consequences from the error—preventing the plaintiff from making a timely attempt to redeem the property—may have led to a different result. *Reading* confirms that interpretation by indicating that errors in this process that are detrimental to the mortgagor are potentially eligible for relief. It remarked that *Johnstone* held that the error on the sheriff's deed was "unimportant." *Reading*, 46 Mich at 110. But an error that was unimportant under the circumstances of *Johnstone* is not necessarily unimportant in every case. Neither decision forecloses relief when an incorrect redemption deadline actually prejudices the mortgagor.

Second, the law has changed significantly since *Johnstone*. The rationale that an error in the stated effective date of the sheriff's deed did not undermine the validity of the foreclosure rested on the premise that "[t]he error in the indorsement cures itself by reference to the deed itself, from which the time of redemption could be determined at once." *Reading*, 46 Mich at 110. See also *Doyle v Howard*, 16 Mich 261, 267 (1867) ("[T]his indorsement gives no information which the law itself does not give when applied to the contents of the deed."). Under the law governing redemption periods, the correct deadline could be determined by applying the relevant law to the information contained in the deed. Today, by contrast, the applicable redemption period can change depending on factors such as the property's use and the proportion of the original indebtedness that remains unpaid. MCL 600.3240(7)-(12). Those additional distinctions were first introduced by 1964 PA 102. See *Schulthies v Barron*, 16 Mich App 246, 247 n 1; 167 NW2d 784 (1969).

That means that, since 1964, knowledge of "the law itself" is not sufficient to independently verify the sheriff's statement of the deed's effective date and determine the length of the redemption period. And this Court has held that the redemption period's length is controlled

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[6] See also *Doyle v Howard*, 16 Mich 261, 267 (1867) ("Doubtless that provision which requires the officer to 'indorse upon the deed the time when the deed will become operative, in case the premises are not redeemed according to law,' might, within the general current of decisions, be held directory merely, as this indorsement gives no information which the law itself does not give when applied to the contents of the deed.").

by MCL 600.3240, not the sheriff's statement under MCL 600.3232. See *Kessler v Longview Agricultural Asset Mgt, LLC*, 345 Mich App 196, 207; 4 NW3d 767 (2023). As a result, "the contents of the deed" are no longer sufficient to independently verify the accuracy of the sheriff's statement of the length of the redemption period.

We therefore hold that the incorrect redemption deadline on the sheriff's deed constituted an irregularity in the foreclosure procedure. The trial court erred by holding that it was only a scrivener's error and by granting summary disposition on that basis. Because the trial court did not address whether plaintiff suffered prejudice or whether any such prejudice was caused by the irregularity, we leave those questions for consideration on remand. Our holding does not establish that plaintiff is ultimately entitled to have the foreclosure sale set aside.

B. POWER OF SALE

Plaintiff also contends that the trial court erred by failing to set aside the foreclosure sale because the mortgage did not contain a valid power of sale. We disagree.

The essence of plaintiff's argument is that because the mortgage does not contain an explicit power of sale, the mortgagee lacked the authority to foreclose by advertisement. As our Supreme Court long ago recognized:

> It has been repeatedly held that a foreclosure [by advertisement], under the statute, is an act of the party, and not a judicial proceeding, and it is only possible when the mortgage is so framed as to authorize it. The mortgage contract containing the power of sale is the authority for the proceeding. If the power of sale is not conferred, the [sheriff's] deed would not be valid. [*Lariverre v Rains*, 112 Mich 276, 282; 70 NW 583 (1897).]

Plaintiff, however, has not adequately developed this argument in the context of the trial court's summary disposition rulings. She simply asserts that "the foreclosure sale is void because the subject mortgage simply does NOT contain a valid power of sale," without explaining how that contention establishes error in the orders under review. Notably, plaintiff did not move for summary disposition in the trial court.

Despite plaintiff's imprecise argument in this Court, we will view it as an additional reason the trial court should have denied HP's and US Bank's motions for summary disposition. But plaintiff did not allege in her complaint that the foreclosure sale should be set aside because the mortgage lacked a valid power of sale. The argument therefore falls outside her pleaded claims. The trial court did not err by failing to deny summary disposition on that unpleaded basis. After all, the purpose of summary disposition is to test the validity or sufficiency of the claims contained in the complaint, not hypothetical claims that were never pleaded. See *Holder v Anchor Bay Investments, Inc*, 350 Mich App 631, 634; 33 NW3d 901 (2024).

C. US BANK'S LIABILITY

Plaintiff next contends that the trial court should not have granted summary disposition in US Bank's favor because the bank, as the party who initially misrepresented the length of the

redemption period, should be "liable." This argument is inadequately developed, and plaintiff did not raise it in this form in response to US Bank's motion for summary disposition. The issue is therefore waived. See *Tolas Oil & Gas Exploration Co v Bach Servs & Mfg, LLC*, 347 Mich App 280, 294; 14 NW3d 472 (2023). We decline to address it further.

D. FIDUCIARY DUTY FOR GENISYS AND WHITE

Plaintiff also challenges the trial court's dismissal of her claim for breach of fiduciary duty against Genisys and White. We find no error in that ruling.

"When a fiduciary relationship exists, the fiduciary has a duty to act for the benefit of the principal regarding matters within the scope of the relationship." *Prentis Family Foundation v Barbara Ann Karmanos Cancer Institute*, 266 Mich App 39, 43; 698 NW2d 900 (2005). A fiduciary relationship "exists when there is a reposing of faith, confidence, and trust and the placing of reliance by one on the judgment and advice of another." *Farm Credit Servs of Mich's Heartland, PCA v Weldon*, 232 Mich App 662, 680; 591 NW2d 438 (1998); see also *Nederlander v Nederlander*, 205 Mich App 123, 127; 517 NW2d 768 (1994). That trust and reliance, however, must be reasonable. *Rose v Nat'l Auction Group, Inc*, 466 Mich 453, 469; 646 NW2d 455 (2002). Moreover, a fiduciary relationship generally does not arise in the context of a lender-borrower relationship. *Farm Credit Servs*, 232 Mich App at 680. Whether a fiduciary relationship exists generally is a question of fact, *Taylor v Klahm*, 40 Mich App 255, 264; 198 NW2d 715 (1972), but whether a fiduciary duty exists is a question of law that is reviewed de novo, *Prentis Family Foundation*, 266 Mich App at 43.

In this instance, plaintiff offered no evidence to show that it was reasonable for her to repose trust and reliance in Genisys and White. Plaintiff knew that White worked for Genisys, and she initiated contact with him. Nothing in the record shows that their relationship was anything other than an ordinary lender-borrower relationship. Plaintiff emphasizes that Jake Woods, an HP representative and White's nephew, suggested that she call White. But she identifies no authority for her position that the familial relationship between Woods and White, together with Woods's referral, transformed her relationship with White into a fiduciary one. Notably, plaintiff in her deposition described the interactions with White as typical in a lender-borrower relationship.

Plaintiff further contends that because White is a mortgage loan originator, he necessarily was her agent and therefore her fiduciary. Plaintiff, however, cites no authority supporting this proposition. The only authority plaintiff cites is the Mortgage Loan Originator Licensing Act, MCL 493.131 *et seq*., which defines a "mortgage loan originator" as "an individual who originates residential mortgage loans" and satisfies additional criteria. MCL 493.133(n). And MCL 493.133(s), in turn, defines "originate" as doing "any of the following for compensation or gain, or in the expectation of compensation or gain, in connection with a residential mortgage loan: (*i*) Take a residential mortgage loan application[, or] (*ii*) Offer or negotiate terms of a residential mortgage loan." Nothing in those definitions suggests that a mortgage loan originator necessarily acts as an agent for the borrower. To the contrary, the act recognizes that mortgage loan originators may work on behalf of financial institutions and expressly exempts "registered mortgage loan originators" when acting for "depository institutions," such as Genisys. See MCL 493.135(2)(a); MCL 493.133(c), (v)(*i*)(A). Accordingly, the trial court did not err by granting Genisys and White's motion for summary disposition on plaintiff's claim for breach of fiduciary duty.

III. MOTION FOR LEAVE TO AMEND

After the trial court granted summary disposition to Genisys and White and entered a final order in this case, plaintiff moved to amend her complaint. The trial court denied her motion, which plaintiff also challenges on appeal. Because the trial court entered that order after the final order from which plaintiff appealed, the issue is not within the scope of this appeal.

Plaintiff appealed by right the trial court's final order that was entered on November 6, 2025. That order disposed of the last remaining claim and closed the case. More than three weeks later, plaintiff moved under MCR 2.116(I)(5) and MCR 2.118 for leave to amend her complaint, and the trial court subsequently denied the motion in an order entered on December 17, 2025. Although an appeal of a final order allows a party to also challenge "all prior interlocutory orders, it does not bring before the reviewing court any subsequent orders." *Gracey v Grosse Pointe Farms Clerk*, 182 Mich App 193, 197; 452 NW2d 471 (1989) (citation omitted); see also *Ecker v Nickel*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 366482); slip op at 4; *Green v Ziegelman*, 282 Mich App 292, 301 n 6; 767 NW2d 660 (2009) ("A party claiming an appeal of right from a final order is free to raise issues on appeal related to prior orders.") (cleaned up). Because the challenged order for this issue was entered after the final order appealed, the issue is not properly before this Court.

IV. CONCLUSION

We reverse the trial court's orders granting summary disposition in favor of HP and US Bank to the extent those orders rested on the conclusion that the incorrect redemption deadline in the sheriff's deed did not constitute an irregularity in the foreclosure procedure. We hold that the erroneous deadline was a qualifying irregularity and remand for further proceedings, including consideration of whether plaintiff suffered prejudice causally related to that irregularity. We affirm the grant of summary disposition in favor of Genisys and White and otherwise affirm the trial court's rulings properly before us. We do not retain jurisdiction.

/s/ Matthew S. Ackerman
/s/ Stephen L. Borrello
/s/ Daniel S. Korobkin