

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

WELLS FARGO BANK, NATIONAL ASSOCIATION,	:	
	:	No. 113637
Plaintiff-Appellee,	:	
	:	
v.	:	
	:	
GRACE M. DOBERDRUK, ET AL.,	:	
	:	
Defendants-Appellants.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED

RELEASED AND JOURNALIZED: October 22, 2026

Civil Appeal from the Cuyahoga County Common Pleas Court
Case No. CV-22-972603

Appearances:

McGlinchey Stafford, Jessica M. Johnson, and Kevin A. Buryanek; Hinshaw & Culbertson LLP and Stefanie L. Deka, *for appellee*.

Law Office of Grace M. Doberdruk and Grace M. Doberdruk, *for appellant*.

MICHELLE J. SHEEHAN, A.J.:

{¶ 1} In *Wells Fargo Bank N.A. v. Doberdruk*, 2024-Ohio-5007 (8th Dist.), this court held that defendant-appellant Grace Doberdruk’s appeal was moot

because she never posted the required bond set by the trial court when she sought a stay after her property was sold and the proceeds were distributed. *Id.* at ¶ 15. We therefore did not address Doberdruk’s assigned errors. The Ohio Supreme Court reversed our decision in *Wells Fargo Bank, N.A. v. Doberdruk*, 2026-Ohio-2674, however, and remanded the case for us to address Doberdruk’s arguments, which we will now do.

{¶ 2} After reviewing Doberdruk’s assignments of error and the applicable law, we conclude that the trial court properly granted summary judgment to plaintiff appellee Wells Fargo Bank, N.A. (“Wells Fargo”), overrule Doberdruk’s assigned errors, and affirm the judgment of the trial court.

I. Procedural History and Factual Background

{¶ 3} Doberdruk appeals from the trial court’s judgment granting Wells Fargo’s motion for summary judgment and ordering that Doberdruk’s property be foreclosed.

{¶ 4} Doberdruk and her husband purchased a home in 2007. Doberdruk’s husband was the only person to sign the note, but they both executed the mortgage securing the note. Doberdruk’s husband passed away in 2009.

{¶ 5} Wells Fargo and Doberdruk agreed to three loan modifications before the present foreclosure action: the first in 2015, the second in 2017, and the third in 2022. The 2017 and 2022 loan modifications resulted from previous foreclosure actions that Wells Fargo filed against Doberdruk — the first foreclosure action filed in 2017 (resulting in the 2017 loan modification) and the second in 2019 (resulting

in the 2022 loan modification). In both loan modifications, Doberdruk agreed that Wells Fargo was the owner of the note and mortgage, that the note and mortgage encumbered her property interests, and that Wells Fargo had a right to foreclose if she defaulted.

{¶ 6} In the present case, Wells Fargo filed a complaint for foreclosure against Doberdruk in December 2022, alleging that Doberdruk defaulted on the 2022 loan modification and owed Wells Fargo the principal amount of \$449,905.31, plus interest at the rate of 2 percent per annum from June 1, 2022.

{¶ 7} Both parties filed motions for summary judgment. In January 2023, the trial court granted Wells Fargo's motion for summary judgment and denied Doberdruk's motion, entering a decree of foreclosure regarding the property. It is from this judgment that Doberdruk appeals, raising nine assignments of error for our review:

1. The trial court erred by granting appellee's motion for summary judgment when Wells Fargo's claims were barred by operation of law due to the survivorship deed after the death of appellant's husband.
2. The trial court erred by not finding that appellee Wells Fargo's claim for foreclosure was barred by the statute of limitations and by not granting appellant's motion for summary judgment.
3. The trial court erred by granting appellee's motion for summary judgment when there was a material issue of fact regarding default and whether the modification was properly accelerated.
4. The trial court erred by granting appellee Wells Fargo's motion for summary judgment when a material issue of fact remained for trial as to whether appellant Grace Doberdruk mortgaged her ownership interest in the property.

5. The trial court erred by granting appellee's motion for summary judgment when the affidavit of Richard Schwiner was not made upon personal knowledge and material issues of fact existed for trial.

6. The trial court erred by granting a judgment of foreclosure because a material issue of fact existed for trial under *U.S. Bank Natl. Assn. v. Lavelle*, 2015-Ohio-1307 and regarding whether the allonge was affixed to the original note.

7. The trial court erred by not finding that Wells Fargo lacked standing to file a complaint.

8. The trial court erred by granting appellee's motion for summary judgment when appellee Wells Fargo denied that Ocwen and PHH were its agents in its reply to the counterclaim.

9. The trial court erred by granting appellee's motion for summary judgment on the FDCPA counterclaim.

{¶ 8} We will now address Doberdruk's assigned errors.

II. Law and Analysis

A. Standard of Review

{¶ 9} To prevail on a motion for summary judgment in a foreclosure action, the plaintiff must prove that it is (1) the holder of the note and mortgage, or is a party entitled to enforce the instrument, (2) if not the original mortgagee, the chain of assignments and transfers, (3) that the mortgagor is in default; (4) that all conditions precedent have been met, and (5) the amount of principal and interest due. *Deutsche Bank Natl. Trust Co. v. Najar*, 2013-Ohio-1657, ¶ 17 (8th Dist.).

{¶ 10} Appellate review of summary judgment is de novo, governed by the standard set forth in Civ.R. 56. *Argabrite v. Neer*, 2016-Ohio- 8374, ¶ 14. Summary judgment is appropriate only when "[1] no genuine issue of material fact remains to

be litigated, [2] the moving party is entitled to judgment as a matter of law, and, [3] viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can reach a conclusion only in favor of the moving party.” *Id.*, citing *M.H. v. Cuyahoga Falls*, 2012-Ohio-5336, ¶ 12.

B. Survivorship Deed

{¶ 11} In her first assignment of error, Doberdruk argues that because the property is vested in her name only by “virtue of her right of survivorship under the deed,” that she owns the property free from the mortgage from the time of her husband’s death in 2009. She contends that because her husband’s death “extinguished the mortgage,” the “foreclosure case is extinguished.” In support of her argument, Doberdruk relies on *CitiMortgage, Inc. v. Brown*, 2015-Ohio-5347 (1st Dist.).

{¶ 12} In *CitiMortgage*, although a husband and wife both signed a purchase agreement when buying a house, the wife was the sole borrower on the mortgage and was the only person to sign the note. There was a handwritten note under the wife’s signature that stated, “married to Vernon Brown who signs with the sole intent of releasing dower.” *Id.* at ¶ 2. The wife died while a foreclosure action was pending. The First District held, “Where a mortgage is granted by only one of two joint tenants with the right of survivorship, the death of the mortgaging joint tenant extinguishes the mortgage, and the surviving joint tenant owns the property free of the mortgage.” *Id.* at the syllabus. The court noted that “[i]f banks

want to avoid situations like this one, they simply need to ensure that every joint tenant has signed the mortgage.” *Id.* at ¶ 25.

{¶ 13} Although Doberdruk’s husband was the only person to sign the note in this case, Doberdruk signed the mortgage and is listed as a borrower on the mortgage. Accordingly, *CitiMortgage* is not applicable here.

{¶ 14} Doberdruk’s first assignment of error is overruled.

C. Statute of Limitations

{¶ 15} In her second assignment of error, Doberdruk argues that because her husband was the only person who signed the note and stopped making payments upon his death in 2009, Wells Fargo’s complaint for foreclosure filed in 2022 was “well beyond the six[-]year statute of limitations” to sue on a contract pursuant to R.C. 2305.06. She asserts that because the statute of limitations has expired on the note, Wells Fargo could not enforce it or foreclose on the property.

2022 Loan Modification

{¶ 16} Doberdruk cites to cases holding that when the statute of limitations has expired on a note and mortgage, then a foreclosure cannot occur. While that is true, Doberdruk entered into a loan modification in this case in 2022. This agreement specifically states that if she defaults on the agreement, Wells Fargo could institute foreclosure or collection proceedings against her.

{¶ 17} Wells Fargo attached the 2022 loan modification to its motion for summary judgment, establishing that Doberdruk entered into the 2022 loan modification on June 14, 2022. This agreement settled the second foreclosure

action that Wells Fargo filed against her. The 2022 loan modification referenced the original 2007 mortgage that Doberdruk and her deceased husband had executed. Wells Fargo filed the current foreclosure action against Doberdruk in December 2022, six months after Doberdruk entered into the agreement and well within the statute of limitations for contracts.

{¶ 18} Doberdruk maintains, however, that the 2022 loan modification was not valid and because of that, it could not extend the statute of limitations. We must therefore determine if the 2022 loan modification was valid.

Tax Lien

{¶ 19} Doberdruk contends that because there has been a lien against her property since 2013, that the 2017 and 2022 loan modifications were not valid because they both contain a clause stating that they would only become effective if there was a clear title. She maintains that “by the express terms” of the modifications, they never became effective due to the lien on the property.

{¶ 20} Wells Fargo explains that the State of Ohio has had a tax lien on the property since 2013, which was recorded on April 8, 2013. Wells Fargo argues that the tax lien did not create a “cloud on title as it is not a defect” and “[i]f anything, a modification creates a lien *priority* issue, not a lien validity issue.” We agree.

{¶ 21} “The Ohio Supreme Court has described marketable title as that which ‘imports such ownership as insures to the owner the peaceable enjoyment and control of the land as against all others.’” *Carr v. Acacia Country Club Co.*, 2012-Ohio-1940, ¶ 41, quoting *McCarty v. Lingham*, 111 Ohio St. 551, 553 (1924). A lien

against property does not affect ownership; rather, “[a] lien on real property for payment of a debt is a right to have the debt satisfied out of the land, if not otherwise paid.” *Settlers Walk Home Owners Assn. v. Phoenix*, 2015-Ohio-4821, ¶ 18 (12th Dist.). An owner of property may still sell his or her property subject to the lien, and a purchaser of that property is bound by the encumbrance on the property. *Id.* at ¶ 17. Thus, a lien against the property does not make the title invalid.

{¶ 22} Wells Fargo further maintains that its mortgage has priority over the State’s lien against the property. In establishing the priorities of liens, courts “look to the order in which the liens were created.” *Citizens Natl. Bank v. Meyerhoefer*, 2004-Ohio-3455, ¶ 19 (6th Dist.). The general rule is that “‘the first mortgage recorded shall have preference’ over subsequently recorded mortgages.” *Id.*, citing R.C. 5301.23. Judgment liens become effective on the date they are filed in the office of the county recorder where the property is located. *Id.*, citing R.C. 2329.02. The court found in *Meyerhoefer* that a mortgage filed in May 2000 took precedence over a lien filed by the Ohio Department of Taxation in September 2000. *Id.* at ¶ 20. Thus, we agree that the mortgage has priority over the tax lien.

{¶ 23} Doberdruk further contends that the 2022 loan modification is not executed by the lender. We have reviewed the agreement, however, and a representative of Wells Fargo — as an “Authorized Signer” — executed the document.

{¶ 24} Accordingly, we find no merit to Doberdruk’s second assignment of error and overrule it.

D. Default and Acceleration

{¶ 25} In her third assignment of error, Doberdruk argues that the trial court erred when it granted summary judgment to Wells Fargo because “[t]his is a rare foreclosure case where there was never any default.” She claims that because Wells Fargo never sent her any mortgage statements “subsequent to the execution of the 2022 modification agreement,” that she “could not be in default.” She further claims that Wells Fargo never properly accelerated the amount due because it failed to send her notice of her alleged default on the 2022 loan modification, which was a condition precedent to filing the foreclosure action.

{¶ 26} In support of her argument that she “could not be in default” because she never received a mortgage statement after the 2022 modification, she cites to 12 C.F.R. 1026.41. This provision requires “servicers” of mortgage loans to provide a consumer with periodic statements for each billing cycle that include the amount due, the payment due date, any late payment fee, and other required information. 12 C.F.R. 1026.41(a)(1) and (d)(1)(i) and (ii).

{¶ 27} Even assuming for the sake of argument that Wells Fargo did not comply with the requirements of 12 C.F.R. 1026.41, the remedy for such a violation is a private lawsuit for damages under the Truth In Lending Act. *Chandler v. Greenlight Fin. Serv.*, 2021 U.S. Dist. LEXIS 61031 (S.D.W.V. Mar. 30, 2021). The remedy does not provide a defense to defaulting on a mortgage.

{¶ 28} Moreover, the only evidence of this claim that Doberdruk submitted regarding this argument was her self-serving affidavit. It is well established that a

self-serving affidavit “cannot defeat a well-supported summary judgment motion when not corroborated by any outside evidence.” *Kimolos Acquisitions, L.L.C. v. Taylor Rd. Synagogue*, 2026-Ohio-2544, ¶ 27 (8th Dist.), quoting *Lucas v. Perciak*, 2012-Ohio-88, ¶ 16 (8th Dist.).

{¶ 29} Wells Fargo also submitted evidence establishing that it sent the proper notice of default and opportunity to cure it on October 13, 2022, to the last known address that Doberdruk had provided the lender.

{¶ 30} Finally, the record in this case clearly establishes that Doberdruk defaulted on the 2022 loan modification. Wells Fargo submitted substantial evidence with its motion for summary judgment proving that Doberdruk owed \$449,905.31, plus interest at the rate of 2 percent per annum from June 1, 2022.

{¶ 31} After review, we conclude that Doberdruk’s third assignment of error has no merit and overrule it.

E. Ownership Interest in the Property

{¶ 32} In her fourth assignment of error, Doberdruk raises several issues that she claims raise questions of fact regarding whether she mortgaged her ownership interest in the property. She asserts that (1) she “was tricked into signing the mortgage by fraud in the factum,” (2) the mortgage was not validly notarized, and (3) the mortgage was extinguished by law upon her husband’s death due to the survivorship deed.

{¶ 33} Regarding her first two issues, Doberdruk is challenging the original mortgage, which was issued in 2007. This case, however, arises from a settlement

agreement — the 2022 loan modification — that Doberdruk voluntarily entered into after Wells Fargo filed the 2019 foreclosure case against her. In the 2022 loan modification, Doberdruk agreed that (1) she owned the property, (2) the mortgage encumbered her interests in the property, (3) Wells Fargo owned the note and mortgage and had a right to foreclose the property if she defaulted, and (4) the note and mortgage remained in full force except as modified by the 2022 modification agreement.

{¶ 34} By entering into the 2022 loan modification, which clearly referenced the original note and mortgage, Doberdruk waived her right to contest any issues regarding the original mortgage. “A waiver is a voluntary relinquishment of a known right. It may be made by express words or by conduct which renders impossible a performance by the other party, or which seems to dispense with complete performance at a time when the obligor might fully perform.” *Goforth v. Le-Air Molded Plastics, Inc.*, 2004-Ohio-3482, ¶ 21 (8th Dist.), quoting *White Co. v. Canton Transp. Co.*, 131 Ohio St. 190, 198 (1936).

{¶ 35} Additionally, we already addressed Doberdruk’s arguments regarding the survivorship deed and found no merit to it. We therefore do not need to address it a second time.

{¶ 36} Having found no merit to Doberdruk’s arguments, we overrule her fourth assignment of error.

F. Affidavit

{¶ 37} In her fifth assignment of error, Doberdruk argues that the trial court erred by granting Wells Fargo’s motion for summary judgment because Richard Schwiner’s affidavit (1) was not made upon personal knowledge, (2) did not contain sufficient evidence that Wells Fargo had possession of the original note, and (3) contained illegible documents that were incapable of being verified for accuracy.

Personal Knowledge Requirement

{¶ 38} In support of her argument that Schwiner’s affidavit was not based on personal knowledge, Doberdruk relies on *Bank of New York Mellon v. Roulston*, 2017-Ohio-8400 (8th Dist.). But as this court explained in *United States Bank Natl. Assn. v. O’Malley*, 2019-Ohio-5340, ¶ 57 (8th Dist.), “the holding in *Roulston* was narrowed in [*Deutsche Bank Trust Co. v. Jones*, 2018-Ohio-587 (8th Dist.)].” We will therefore address the factual scenario in *Jones*.

{¶ 39} In *Jones*, we noted that “[u]nless contradicted by other evidence, a specific averment that an affidavit pertaining to business is made upon personal knowledge of the affiant satisfies the Civ.R. 56(E) requirement . . . that the affiant is competent to testify to the matters stated.” *Id.* at ¶ 16, quoting *Najar*, 2013-Ohio-1657 (8th Dist.), at ¶ 20. We further explained in *Jones* that the affiant “must show that he or she is sufficiently familiar with the operation of the business and with the circumstances of the preparation, maintenance, and retrieval of the record in order to reasonably testify on the basis of this knowledge that the record is what it purports to be, and was made in the ordinary course of business.” *Id.* at ¶ 17, quoting *Roulston*

at ¶ 17. And “[p]ersonal knowledge can be shown where the affiant’s job responsibilities provide personal knowledge of the record-keeping practices of the bank and the loan and payment history of the borrower.” *Id.*, citing *Bank of Am., N.A. v. Calloway*, 2016-Ohio-7959, ¶ 20 (8th Dist.); *Wilmington Trust N.A. v. Boydston*, 2017-Ohio-5816, ¶ 14 (8th Dist.) (personal knowledge can be reasonably inferred based on the affiant’s position and other facts contained in the affidavit).

{¶ 40} We also explained in *Jones* that this court has “held that business records are admissible even though the bank’s affiant reviewed but did not create the records showing default.” *Id.* at ¶ 18, citing *RBS Citizens, N.A. v. Zigdon*, 2010-Ohio-3511 (8th Dist.).

{¶ 41} In *Jones*, the note and mortgage at issue had been assigned to Deutsche Bank in 2016. The loan servicing officer, who provided an affidavit supporting Deutsche Bank’s motion for summary judgment, averred that as part of his job, he regularly “reviews business records related to the servicing of the mortgage loan at issue, and that these records are maintained in the regular course of business.” *Id.*, 2018-Ohio-587 (8th Dist.), at ¶ 20. We held that the affidavit “demonstrated [the affiant’s] personal knowledge of the relevant business records” and provided sufficient information to authenticate the default, even though Deutsche Bank did not hold the note and mortgage when the Joneses defaulted. *Id.* at ¶ 20.

{¶ 42} Here, Schwiner stated in his affidavit that he was a Senior Loan Analyst for PHH Mortgage Corporation (“PHH”), the servicer of loans for Wells

Fargo, including Doberdruk's mortgage. He averred that he made the statements in the affidavit based on "personal knowledge and review of the relevant business records." He further stated that he has "personal knowledge of PHH's procedures for creating and maintaining" its records.

{¶ 43} Schwiner explained that his duties include "having access to and reviewing PHH's business records, reports and data compilations of acts or events made at or near the time by, or from information transmitted by, a person with knowledge, and kept in the ordinary course of PHH's regularly conducted business activity." These records included the loan documents relating to Doberdruk's mortgage.

{¶ 44} Schwiner also averred that when PHH obtained Doberdruk's mortgage from the previous loan servicer, PHH used a "comprehensive loan boarding process to ensure the accuracy of a retiring servicer's loan records before incorporating them into its business records to servicing loans." Schwiner then described the three-part process. Schwiner stated that PHH continues to review the data throughout the process "to capture and remediate any inaccuracies or errors identified within the process."

{¶ 45} After review, we conclude that Schwiner's affidavit was based on personal knowledge and he was capable of reviewing Doberdruk's mortgage documents, authenticating them, and testifying to them.

Possession of the Original Note

{¶ 46} Doberdruk also contends that Schwiner’s affidavit did not contain sufficient evidence that Wells Fargo had possession of the original note. In support of this argument, Doberdruk relies on *Bank of New York Mellon v. Villalba*, 2014-Ohio-4351 (9th Dist.), claiming that the Ninth District reversed the judgment of foreclosure when the exhibits attached to the affidavit did not demonstrate possession.

{¶ 47} We find *Villalba* to be distinguishable from the facts in the present case because in *Villalba*, there was a discrepancy between the dates of the assignment of the mortgage and the affiant’s claimed date of ownership. The court reversed, requiring the bank to provide additional documentation to establish possession of the note and mortgage when the complaint was filed. That is not the case here.

{¶ 48} In this case, Schwiner averred that Wells Fargo, through PHH, had possession of the original Note, with the allonge attached, on the date the complaint was filed. The documents attached to Schwiner’s affidavit show that the mortgage was assigned to Wells Fargo 2016. The documents attached to Schwiner’s affidavit also establish that PHH had possession of the original note and servicing rights as of May 1, 2019. Schwiner also stated that he “personally reviewed” the note and attached to the affidavit was a true and accurate copy of the original. Therefore, Doberdruk’s argument that Schwiner “did not specifically state that he viewed the original note in person” is unfounded.

{¶ 49} Therefore, we find no merit to Doberdruk’s argument that Schwiner’s affidavit did not contain sufficient evidence that Wells Fargo had possession of the original note.

Payment History

{¶ 50} Finally, Doberdruk maintains that the affidavit was not valid because the payment history attached to Schwiner’s affidavit is illegible and cannot be verified.

{¶ 51} Even if true, parties in a foreclosure action are not required to provide a complete payment history in order to prevail on summary judgment. *Najar*, 2013-Ohio-1657 (8th Dist.), at ¶ 40, citing *Cent. Mtge. Co. v. Elia*, 2011-Ohio-3188, ¶ 7 (9th Dist.) (“An affidavit stating [a] loan is in default, is sufficient for purposes of Civ.R. 56, in the absence of evidence controverting those averments.”), quoting *Bank One, N.A. v. Swartz*, 2004-Ohio-1986, at ¶ 14 (9th Dist.); *Bank of N.Y. Mellon v. Fisher*, 2020-Ohio-4742, ¶ 54 (8th Dist.), citing *U.S. Bank, N.A. v. Matthews*, 2017-Ohio-4075, ¶ 33 (8th Dist.); *Fannie Mae v. Herren*, 2017-Ohio-8401, ¶ 41 (8th Dist.).

{¶ 52} Here, Schwiner swore in his affidavit regarding the amount due on the note based upon his review of the relevant business records. And notably, Doberdruk did not present any evidence demonstrating payment, miscalculation, or other lack of default or right to accelerate.

{¶ 53} Accordingly, we find no merit to Doberdruk’s fifth assignment of error and overrule it.

G. Allonge

{¶ 54} In her sixth assignment of error, Doberdruk argues that in “[t]he 2009 Foreclosure Complaint filed against” her, the note did not have an allonge attached. She maintains that based on our holding in *U.S. Bank Natl. Assn. v. Lavelle*, 2015-Ohio-1307 (8th Dist.), that a material issue of fact remains in this case regarding whether Wells Fargo has established that it has an unbroken chain of assignments.

{¶ 55} As we previously noted, Doberdruk waived her right to contest the loan documents when she entered into the 2022 loan modification. She agreed at that time that the copy of the note that was attached to the modification agreement, which contained the allonge, was a true and accurate copy of the original note. She further agreed that Wells Fargo was the owner of the note and mortgage. The note and allonge attached to the 2022 loan modification are identical to the ones attached to the current complaint. Nonetheless, we will briefly address Doberdruk’s argument.

{¶ 56} In *Lavelle*, the bank attached contradictory notes in two separate foreclosure proceedings. One was purported to be the original note yet significant, obvious differences existed between the two notes — they differed in page length and the indorsements on the notes were signed by different parties. *Id.* at ¶ 18-19. We held that the inconsistencies in the notes resulted in genuine issues of material fact that precluded summary judgment. *Id.* at ¶ 22.

{¶ 57} Here, however, although the allonge was not affixed to the note in the first foreclosure action, it was attached to the note in the subsequent foreclosure actions. A missing allonge in a previous foreclosure case could simply mean that someone forgot to attach it. It does not create the same inconsistencies that were present in *Lavelle*. And it does not prevent this court from determining that Wells Fargo “conformed[ed] with acceptable business practices and establish[ed] an unbroken chain of assignments prior to instituting a foreclosure action.” *Lavelle*, 2015-Ohio-1307 (8th Dist.), at ¶ 22.

{¶ 58} Doberdruk’s sixth assignment of error is overruled.

H. Standing

{¶ 59} In her seventh assignment of error, Doberdruk argues that the trial court erred by not finding that Wells Fargo lacked standing.

{¶ 60} To the extent that Doberdruk argues in this assigned error that the assignments to Wells Fargo are void, we again note that Doberdruk voluntarily waived her right to contest the assignments to Wells Fargo when she entered into the 2022 loan modification. Nevertheless, this court must determine whether Wells Fargo had standing at the time it filed its complaint “[b]ecause standing to sue is required to invoke the jurisdiction of the common pleas court.” *Fed. Home Loan Mtge. Corp. v. Schwartwald*, 2012-Ohio-5017, ¶ 24, quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 570-571 (1992). After review, we conclude that it did.

{¶ 61} In a foreclosure action, a party has standing when it has either the mortgage assigned to it or it is the holder of the note that is secured by the mortgage.

Nationstar Mtge., L.L.C. v. Wagener, 2015-Ohio-1289, ¶ 21 (8th Dist.), citing *CitiMortgage, Inc. v. Patterson*, 2012-Ohio-5894, ¶ 21 (8th Dist.).

{¶ 62} Here, Wells Fargo attached to its complaint a copy of the promissory note that was endorsed in blank and copies of the recorded assignments of the mortgage that established a chain of assignments, eventually leading to the assignment of the mortgage to Wells Fargo. As the possessor of an instrument endorsed in blank via the allonge that is attached to the original note, Wells Fargo was the holder entitled to enforce the note. *See* R.C. 1303.25 and 1301.01(T)(1)(a). Wells Fargo also attached Schwiner's affidavit, averring that Wells Fargo was in possession of the note and mortgage and that the copies attached to his affidavit and the summary-judgment motion were true and accurate copies of the original note and mortgage.

{¶ 63} Accordingly, we conclude that Wells Fargo had standing to invoke the jurisdiction of the court.

I. Denials in an Answer to a Counterclaim

{¶ 64} In her eighth assignment of error, Doberdruk argues that the trial court erred by granting summary judgment to Wells Fargo because Wells Fargo denied that PHH and Ocwen Loan Servicing LLC, which serviced Doberdruk's mortgage prior to PHH, were agents of Wells Fargo when answering her counterclaim. Doberdruk fails to offer any law or authority in support of her argument as required by App.R. 16(A)(7). Therefore, we decline to address this

argument as we are permitted to do pursuant to App.R. 12(A)(2) and overrule Doberdruk's eighth assignment of error.

J. Counterclaim

{¶ 65} In her ninth assignment of error, Doberdruk raises more issues relating to the assignment of the mortgage based on her counterclaim alleging that Wells Fargo violated the Fair Debt Collection Practices Act. As we previously stated, Doberdruk waived issues relating to the assignment of the mortgage when she entered into the 2022 loan modification. We therefore overrule Doberdruk's ninth assignment of error.

{¶ 66} Judgment affirmed.

It is ordered that appellee recover from appellant the costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MICHELLE J. SHEEHAN, ADMINISTRATIVE JUDGE

EILEEN A. GALLAGHER, J., and
SEAN C. GALLAGHER, J., CONCUR