

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

CITIMORTGAGE, INC.,	:	APPEAL NO. C-080806
Plaintiff-Appellee,	:	TRIAL NO. A-0709154
vs.	:	<i>JUDGMENT ENTRY.</i>
DREW GILLHAM,	:	
Defendant-Appellant.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court.¹

Defendant-appellant Drew Gillham in a single assignment of error challenges an order of foreclosure and contests the standing of plaintiff-appellant CitiMortgage, Inc., (“Citi”). Citi had standing to sue, and we affirm.

Gillham borrowed money and as security mortgaged property to Popular Financial Services, LLC. Gillham fell behind on his monthly payments, and on October 10, 2007, Popular Financial assigned the mortgage to Citi, which sued in foreclosure that same day. Gillham alleges that Citi was not a real party in interest because it had failed to produce the documents showing that it was a real party in interest. Essentially Gillham argues that Citi could have filed the foreclosure action before it became a real party in interest by virtue of the assignment from Popular Financial. But there is no evidence that the assignment was in fact procured after the complaint was filed, and consequently this case is distinguishable from our holding in *Wells Fargo Bank, N.A. v. Byrd*: in a foreclosure action, a bank that was not the

¹ See S.Ct.R.Rep.Op. 3(A), App.R. 11.1(E), and Loc.R. 12.

mortgagee when suit was filed could not cure its lack of standing by subsequently obtaining an interest in the mortgage.²

In this case, the assignment was dated, and the foreclosure action filed on, October 10, 2007. Citi was a real party in interest and had standing to sue on that same day—this is so notwithstanding that the assignment was recorded at a later date. Because Citi was a real party in interest when it foreclosed on the property, Gillham’s assignment of error is meritless.

Finally, we disregard the issues Gillham raised during oral argument that have not been addressed in his appellate brief, as required by App.R. 12 and 16.³

The judgment of the trial court is, accordingly, affirmed.

A certified copy of this judgment entry is the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

PAINTER, P.J., CUNNINGHAM and DINKELACKER, JJ.

To the Clerk:

Enter upon the Journal of the Court on July 8, 2009

per order of the Court _____
Presiding Judge

² 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d 722, ¶16.

³ See *Discover Fin. Servs. v. Belmont*, 8th Dist. No. 86336, 2006-Ohio-1539, citing *Meerhoff v. Huntington Mtge. Co.* (1995), 103 Ohio App.3d 164, 658 N.E.2d 1109; *Miles Landing Homeowners Assn. v. Bikkani*, 8th Dist. Nos. 86356 and 86942, 2006-Ohio-3328; *Hoffman v. CHSHO, Inc.*, 12th Dist. No. CA2004-09-072, 2005-Ohio-3909.