STATE OF MICHIGAN

COURT OF APPEALS

US BANK NATIONAL ASSOCIATION,

Plaintiff/Counter-Defendant-Appellee,

v

ALAN J. COULTHARD and ANN M. COULTHARD, a/k/a ANN M. VEY,

Defendants/Counter-Plaintiffs-Appellants,

and

NICOLE PAQUIN,

Defendant/Counter-Plaintiff,

and

TCF NATIONAL BANK,

Defendant.

UNPUBLISHED
December 15, 2015

No. 323452
Washtenaw Circuit Court
LC No. 13-000484-CH

Before: SAAD, P.J., and STEPHENS and O'BRIEN, JJ.

PER CURIAM.

Appellants, Alan J. Coulthard and Ann M. Coulthard, appeal from the trial court's order that granted summary disposition and a judgment of foreclosure in favor of appellee, U.S. Bank National Association.[1] For the reasons provided below, we affirm.

[1] In a separate order entered the same day, the trial court also granted summary disposition in favor of appellee with respect to appellants' counterclaims.

Appellee is the trustee of the WaMu Mortgage Pass-Through Certificate Series 2003-S4. Appellee, as trustee, held a promissory note for $336,200 that appellants executed on March 17, 2003. Although Pioneer Mortgage, Inc., originally lent the funds to appellants, the note was negotiable and was immediately endorsed by Pioneer to Washington Mutual Bank (WaMu), which endorsed the note in blank; it was apparently transferred to the entity that established the trust. On the same day, appellants received and signed a notice informing them that the servicing of the mortgage loan was being "assigned, sold or transferred from Pioneer to WaMu." Also on the same day, appellants granted a mortgage to secure repayment on the note to Mortgage Electronic Registration System, Inc. (MERS), which took the mortgage solely as the nominee of the lender and its successors and assigns. Appellants made the required payments on the mortgage loan to WaMu.

On October 10, 2008, JPMorgan Chase Bank, National Association (Chase) sent appellants a letter saying,

> Welcome to JPMorgan Chase Bank. As you may know, on September 25, 2008, Washington Mutual Bank, the servicer of your loan, was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was named Receiver. Upon the closure, JPMorgan Chase Bank, National Association acquired certain assets of Washington Mutual Bank from the FDIC, including the right to service your loan.

Appellants began making payments on their mortgage loan to Chase and continued to do so until February 2012. On March 8, 2012, appellants filed a complaint to quiet title against Pioneer only, asserting that they had been unable to sell or refinance their home because of "the outdated Mortgage clouding the title to their real property." Appellants alleged that Pioneer had never collected payments, that Pioneer had been dissolved, and that Pioneer therefore had no interest in the property. Appellants also alleged that MERS did not collect payments and had no interest in the property because it acted only as a nominee of Pioneer. Appellants did not acknowledge MERS as the mortgagee and did not name MERS or Chase as a defendant in the quiet title action. On May 23, 2012, the circuit court entered an order of default against Pioneer and in favor of appellants. The order provided that (1) the mortgage shall be expunged from the record, (2) the subject property is free and clear of any title interest of Pioneer, and (3) appellants' interest in the property is senior to Pioneer's interest.[2]

[2] On August 14, 2012, appellants filed an action against the firm representing appellee and individual attorneys employed by the firm in the United States District Court for the Eastern District of Michigan alleging, violations of the Fair Debt Collection Practices Act, negligence, promotion of fictitious obligation, fraud, violation of statute of frauds, violations of the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, and mail fraud. On March 31, 2014, the federal district court issued an opinion overruling defendants' objections to the November 25, 2013, recommendation of the magistrate and adopting the recommendation and granting summary judgment in favor of appellee's counsel.

MERS assigned the mortgage to appellee on June 20, 2012, and recorded the assignment on July 10, 2012. On May 8, 2013, appellee filed a complaint to foreclose on the mortgage, MCL 600.3101 *et seq*. (judicial foreclosure), alleging that appellants had defaulted by failing to make payments on the loan since February 2012, leaving an unpaid balance of $288,343.95. Appellee attached a copy of the original note, the original mortgage, the assignment of servicing rights, and the assignment of mortgage. Also on that day, appellee filed a "motion to intervene, reopen case, clarify, modify or set aside judgment and consolidate cases." Appellants appeared in the foreclosure action and filed an answer, defenses, and counterclaim. Following a hearing on the motion, the trial court allowed appellee to intervene in the underlying action, set aside the default judgment against Pioneer, and consolidated the underlying action and the foreclosure action.

Appellants moved to strike the mortgage assignment from MERS to appellee under MCR 2.115(B). Appellants alleged that the assignment was void *ab initio* for a number of reasons, including that MERS's assignment of the mortgage in June 2012 violated the terms of the pooling and service agreement (PSA), which prohibited the trust from acquiring mortgages after May 1, 2003. The trial court denied the motion to strike the assignment.

On June 6, 2014, appellee moved for summary disposition under MCR 2.116(C)(9) (failure to state valid defense) and (10) (no genuine issue of material fact) with respect to its claim for judicial foreclosure and the counterclaims raised by appellants. On June 24, 2014, in support of the motion for summary disposition in its foreclosure action, appellee filed with the court an affidavit from Chase that included the most current balance due and owing to plaintiff on the mortgage loan. On June 25, 2014, appellee filed a motion to amend the case caption and correct the name of appellee because "[t]he full nomenclature of Appellee's name was not included in the caption of this case and should be corrected."[3]

On July 2, 2014, the trial court held a hearing on appellee's motion for summary disposition, where appellee withdrew its motion to correct the caption and the name of appellee. The trial court granted summary disposition in favor of appellee on its judicial foreclosure claim after finding that there was no genuine issue of material fact and that appellee was entitled to judgment as a matter of law.[4]

I. STANDING

[3] In the meantime, on June 23, 2014, appellants filed an emergency motion to dismiss for lack of jurisdiction and a motion and a motion to deny appellee's motions for summary disposition. The trial court issued an order on July 2, 2014, disposing of oral argument and denied each of appellants' motions.

[4] The trial court granted the motion with respect to appellants' counterclaims in favor of appellee and "expressly adopt[ed] the reasoning and conclusions" of the recommendation and federal dismissal order.

Appellants argue that appellee failed to prove standing on the record. Whether a party has standing is a question of law that this Court reviews de novo. *Glen Lake-Crystal River Watershed Riparians v Glen Lake Ass'n,* 264 Mich App 523, 527; 695 NW2d 508 (2004).

The Michigan Constitution "requires that a plaintiff possess standing before a court can exercise jurisdiction over that plaintiff's claim." *Miller v Allstate Ins Co*, 481 Mich 601, 606; 751 NW2d 463 (2008). "The purpose of the standing doctrine is to assess whether a litigant's interest in the issue is sufficient to ensure sincere and vigorous advocacy." *Lansing Schs Ed Ass'n v Lansing Bd of Ed*, 487 Mich 349, 355; 792 NW2d 686 (2010) (quotation marks and citation omitted). A litigant has standing to sue whenever there is a legal cause of action. *Id*. at 372. Where a cause of action is not provided at law, a litigant may have standing to sue "if the litigant has a special injury or right, or substantial interest, that will be detrimentally affected in a manner different from the citizenry at large or if the statutory scheme implies that the Legislature intended to confer standing on the litigant." *Id.*

Appellee's complaint alleged a secured interest in the subject property by virtue of a note held by appellee and a mortgage on the property assigned to appellee. The complaint alleged that appellants had defaulted under the terms of the mortgage and note by failing to make the monthly minimum payments as required, and sought a judgment of foreclosure in the amount of, in part, the outstanding principal balance. As the last mortgagee of record and the holder of the note, appellee had an interest in the issue sufficient to ensure vigorous advocacy and a substantial interest that would be detrimentally affected in a manner different from the citizenry at large. Therefore, appellants' argument is unfounded, as appellee had standing to assert its claim for judicial foreclosure.[5]

II. SUBJECT-MATTER JURISDICTION

Appellants argue that the trial court lacked subject-matter jurisdiction over appellee's judicial foreclosure claim. Whether a court has subject-matter jurisdiction is a question of law that this Court reviews de novo. *In re Wayne Co Treasurer*, 265 Mich App 285, 290; 698 NW2d 879 (2005).

"Circuit courts have original jurisdiction to hear and determine all civil claims and remedies, except where exclusive jurisdiction is given in the constitution or by statute to some other court or where the circuit courts are denied jurisdiction by the constitution or statutes of this state." MCL 600.605. A circuit court's jurisdiction is determined by the allegations in the complaint. *Trost v Buckstop Lure Co*, 249 Mich App 580, 586; 644 NW2d 54 (2002). The plaintiff in a matter bears the burden of demonstrating subject-matter jurisdiction. *Universal Am-Can Ltd v Attorney General*, 197 Mich App 34, 37, 494 NW2d 787 (1992).

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[5] Appellants also raise a number of arguments in their brief with respect to the validity of appellee's claims and alleged procedural errors at the trial court in support of their argument that appellee lacks standing. However, the merits of a plaintiff's claims are not relevant to the issue of whether a plaintiff has standing to assert the claim. *Lansing Schs*, 487 Mich at 357.

Appellee asserted below that jurisdiction was proper in the circuit court pursuant to MCL 600.3101, which provides, in pertinent part, "The circuit court has jurisdiction to foreclose mortgages of real estate and land contracts." The complaint alleged the existence of a valid mortgage that was assigned to plaintiff and a copy of the mortgage and the assignment was attached to the complaint. The complaint also alleged that the property was located in Washtenaw County, that plaintiff claimed an ownership interest in the property, that appellants had defaulted by failing to make the required monthly payments, and that appellee was entitled to a judgment of foreclosure in the amount of the outstanding principal balance together with other costs. Therefore, it is clear that the complaint set out the proper allegations necessary to invoke the trial court's subject-matter jurisdiction. Appellants' contention that the trial court "failed to prove jurisdiction on the record" is based on a misunderstanding of the law.[6]

III. THE PROPER PARTY

Appellants argue that the trial court erred when it granted summary disposition in favor of appellee because counsel did not represent appellee at the hearing on the motion and because appellee's name was incorrect in the case caption. Appellants have failed to properly advance their argument with proper citation to and reliance on relevant authority, "result[ing] in the abandonment of an issue on appeal." *Hughes v Almena Twp*, 284 Mich App 50, 72; 771 NW2d 453 (2009).

In any event, contrary to appellants' contention, this case did not involve two different plaintiffs or an improperly identified plaintiff. Although appellee's counsel moved to amend the case caption and correct the name of the appellee to its full nomenclature,[7] appellee's counsel later moved to withdraw the motion to amend at the hearing on its motion for summary disposition because appellee's identification as a party in this case already matched the designation in the assignment. Thus, appellee's name as reflected in the original caption in this matter has remained unchanged. Appellants' contention that appellee's counsel appeared at the

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[6] Appellants' reliance on authority from lower federal courts is not binding on this Court. *Abela v Gen Motors Corp*, 469 Mich 603, 607; 677 NW2d 325 (2004). Further, the authority cited by appellants does not stand for the propositions as claimed by appellants. Rather, *Rosemound Sand & Gravel Co v Lambert Sand & Gravel Co*, 469 F2d 416 (CA 5, 1972), and *Lantana v Hopper*, 102 F2d 118 (CA 5, 1939), support the general rule in Michigan that a plaintiff has the burden of establishing subject matter jurisdiction. *Universal Am-Can Ltd*, 197 Mich App at 37.

[7] This case was initiated by "U.S. Bank National Association, as Trustee for WaMu Mortgage Pass-Through Certificates Series 2003-S4, by its Servicer, JPMorgan Chase Bank, N.A." Appellee moved to amend the caption and to correct its name to, "U.S. Bank, National Association, as Trustee for Washington Mutual MSC Mortgage Pass-Through Certificates, Series 2003-S4." The only difference between the names is that the abbreviated "WaMu" is changed to "Washington Mutual MSC."

hearing on behalf of someone other than U.S. Bank, or that the trial court granted summary disposition in favor of an "imposter," is disingenuous.[8]

IV. DUE PROCESS

Appellants assert that they were denied due process by a myriad of rule violations committed by the trial court. Whether a person has been denied due process of law presents a legal question that is reviewed de novo. *Reed v Reed*, 265 Mich App 131, 157; 603 NW2d 825 (2005). Due process is a flexible concept, but at its core it requires notice of the nature of the proceedings and an opportunity to be heard in a meaningful time and manner by an impartial decision-maker. *Id.* at 159.

Appellants maintain that appellee violated MCR 2.116(B)(2) by noticing the hearing on the motion for summary disposition 26 days after filing the motion rather than the 28 days required by the court rule. Appellants' reliance on MCR 2.116(B)(2) is misplaced, however, because that court rule governs plaintiffs who wish to move for immediate summary disposition upon the filing of a complaint. *Smith v Sinai Hosp of Detroit*, 152 Mich App 716, 723; 394 NW2d 82 (1986). Appellee did not move for immediate summary disposition upon filing the complaint. Thus, the applicable subrule is MCR 2.116(G)(1)(a)(*i*), which provides that "a written motion under this rule with supporting brief and any affidavits must be filed and served at least 21 days before the time set for hearing." Therefore, the 26-day period between the serving of the motion and the hearing complied with MCR 2.116(G)(1)(a)(*i*)'s 21-day minimum requirement.

Appellants also contend that the motion was untimely filed because it was filed with an unexecuted affidavit. Affidavits in support of a motion for summary disposition must be filed at least 21 days before the hearing, MCR 2.116(G)(1)(a)(*i*), but a trial court has the discretion to consider a late affidavit as evidence. See *Prussing v Gen Motors Corp*, 403 Mich 366, 370; 269 NW2d 181 (1978). Here, appellee filed with its motion for summary disposition an unexecuted affidavit that contained the balance due, the breakdown of the balance due, and the date of appellants' default. The affidavit noted that an "[e]xecuted affidavit will be supplied prior to summary motion hearing." Appellants contend that by attaching the unexecuted affidavit, the motion for summary disposition was incomplete and that appellants were prejudiced because they were unable to respond to the motion until the executed affidavit was filed. Appellants fail to explain how the unexecuted affidavit prevented them from contesting the facts stated in the affidavit with their own affidavit or documentary evidence regarding the amount due.

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[8] Further, with regard to appellant's contention that the PSA governing the trust defines the name of the trust differently than the trust is identified in the caption. Appellants have failed to provide this Court with a copy of the PSA, have failed to explain the manner in which the name of the trust as stated in the PSA differs from the trust as identified in the case caption, and have offered no analysis of the issue. "An appellant's failure to properly address the merits of his assertion of error constitutes abandonment of the issue." *Peterson Novelties, Inc v City of Berkley*, 259 Mich App 1, 14; 672 NW2d 351 (2003).

Although the trial court cannot consider an unsigned and unnotarized affidavit, *Gorman v American Honda Motor Co, Inc*, 302 Mich App 113, 120; 839 NW2d 223 (2013), appellee, as promised, filed a signed and notarized affidavit on June 24, 2014, reflecting the up-to-date balance due, the breakdown of the balance due, and the date of appellants' default. Appellants contend, without any argument or citation to authority, that they were unable to file a motion to strike the "badly flawed" amended affidavit because it was not timely filed. The affidavit, however, contained relevant information, was not unfairly prejudicial, and assisted in a resolution of the motion. Appellants have failed to demonstrate that the trial court abused its discretion by considering the evidence and certainly did not establish that their due process rights were violated.

Appellants also aver that the trial court erred by consistently failing to provide findings of fact and conclusions of law. Defendants simply assert, without any analysis or citation to binding authority, that the "absence of direction from the court leaves numerous unknowns, uncertainties and problems." Appellants' cursory treatment of the issue results in it being abandoned. See *Peterson Novelties*, 259 Mich App at 14.

In any event, while Michigan courts have often noted that factual findings and legal conclusions facilitate proper appellate review, the failure to expressly state such findings and conclusions does not always require remand. See, e.g., *People v Jackson*, 390 Mich 621, 627 n 3; 212 NW2d 918 (1973); *Bell River Assoc v China Twp*, 223 Mich App 124, 127 n 3; 565 NW2d 695 (1997). Moreover, appellants' argument is misplaced because when deciding on a motion for summary disposition, which is the primary issue here, there are no findings of fact for a court to make. *Price v Kroger Co of Mich*, 284 Mich App 496, 500; 773 NW2d 739 (2009).

With respect to discretionary decisions, we acknowledge that it would have been preferable for the trial court to have provided some explanation for its rulings on such motions. However, appellants have not identified any specific ruling for which a remand for articulation of more detailed findings and conclusions would have affected the ultimate issue regarding the grant of summary disposition.[9]

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[9] By failing to provide an analysis, appellants have abandoned any argument that the trial court committed a number of "failures [that] severely prejudice[d] the Appellants by denying them access to facts well known by [Appellee]," which resulted in a denial of due process. See *Peterson Novelties*, 259 Mich App at 14.

Likewise, appellants' assertion that the trial court "has failed to support pro se litigants" is meritless. First, appellants fail to cite to any relevant authority, thereby abandoning the argument. See *id.* Second, they acknowledge that the so-called authority they do cite (the "Revised Pro Se Policy Recommendations from the American Judicature Society") relate to "recommendations." Appellants have failed to put forth any sense of an argument on how the failure to follow mere "recommendations" rises to the level of a constitutional, due process violation. We also note that appellants just cite to these policy recommendations without providing any text or substance of what those recommendations were. Thus, for a variety of

Appellants further argue that the trial court erred by not requiring "any accounting, evidence of injury or amount of money due and owing in this case." This assertion is belied by the notarized "Affidavit of Indebtedness" of Douglas Theener from Chase, which provided, in relevant part, that appellants will have been in default for 27 months and owe a total debt of $342,829.65.

In sum, none of appellants' issues has any merit, and they have failed to demonstrate that the proceedings in the trial court denied them due process of law.

V. MOTION TO STRIKE THE ASSIGNMENT

Appellants argue that the trial court abused its discretion when it denied their motion brought under MCR 2.115(B) to strike the assignment and, later, when the court considered the assignment when it granted appellee's motion for summary disposition. Specifically, appellants contend that numerous violations of the PSA render the assignment void. "This Court reviews a trial court's decision regarding a motion to strike a pleading pursuant to MCR 2.115 for an abuse of discretion." *Belle Isle Grill Corp v Detroit*, 256 Mich App 463, 469; 666 NW2d 271 (2003). The trial court does not abuse its discretion when it chooses an outcome within the range of reasonable and principled outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006).

MCR 2.115(B) provides that "[o]n motion by a party or on the court's own initiative, the court may strike from a *pleading* redundant, immaterial, impertinent, scandalous, or indecent matter, or may strike all or part of a pleading not drawn in conformity with these rules." (Emphasis added.) MCR 2.110(A), in turn, defines a "pleading" as including only:

> (1) a complaint,
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> (2) a cross-claim,
>
> (3) a counterclaim,
>
> (4) a third-party complaint,
>
> (5) an answer to a complaint, cross-claim, counterclaim, or third-party complaint, and
>
> (6) a reply to an answer.

Thus, it is clear that the assignment that appellants sought to strike is not a "pleading." Consequently, MCR 2.115(B) does not apply, and the court properly denied appellants' motion.

Additionally, the long-settled rule in Michigan is that a person who is not a party to an assignment lacks standing to challenge it. *Bowles v Oakman*, 246 Mich 674, 678; 225 NW2d

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reasons, this argument is abandoned. See *Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998); *Peterson Novelties*, 259 Mich App at 14.

613 (1929). In *Bowles*, the Michigan Supreme Court held that a promissor could not challenge obligations under a promissory note by asserting that an invalid assignment had occurred. "The maker of a promissory note cannot, in an action brought against him by the indorsee or transferee thereof, litigate questions that can properly arise only between the holder and his immediate indorser." *Id.* at 679 (quotation marks and citation omitted); see also *Warth v Seldin*, 422 US 490, 499; 95 S Ct 2197; 45 L Ed 2d 343 (1975) (stating that "the plaintiff generally must assert his own legal rights and interests, and cannot rest his claim to relief on the legal rights or interests of third parties"). The *Bowles* Court explained that challenges to the assignment by the nonparty plaintiff were limited to those which might give rise to double obligation on the debt. "A maker, when sued on such instrument, may defend on the ground that the plaintiff is not the owner of the instrument, does not have legal title to it, for the reason that the maker has a right to insist that he pay his obligation but once, and hence to the true owner." *Bowles*, 246 Mich at 677-678.

Here, appellee presented evidence that appellants defaulted under the mortgage by failing to make their requested payments, which triggered appellee's right to foreclose. Appellants raised the defense that violations of the PSA rendered the assignment void. Appellants do not offer any analysis, but it appears that they are asserting that appellee lacked the capacity to act as an assignee of the mortgage in 2012, given that the governing PSA effectively closed the trust in 2003, such that mortgages thereafter could not be assigned or flow to the trust or trustee.

A mortgage is not an estate in land; it is a lien on real property intended to secure performance or payment on an obligation. *Prime Fin Servs LLC v Vinton*, 279 Mich App 245, 256; 761 NW2d 694 (2008). Because a mortgage is intended to secure repayment of the underlying note, when a note secured by a mortgage is transferred to a new owner, the transfer of the note necessarily includes the transfer of a beneficial interest in the mortgage. *Id*. at 257. This is true even when a third-party, such as MERS, holds legal title to the mortgage as a matter of convenience for the owner of the note. See *Residential Funding Co*, *LLC v Saurman*, 490 Mich 909, 910; 805 NW2d 183 (2011) (recognizing that a third-party might hold legal title to a mortgage as a matter of convenience to the beneficial owner—the note holder—and may foreclose in its own name on the note holder's behalf).

Appellants contend that they had a viable defense to the foreclosure, namely, that there was a question of fact as to whether appellee had the right to foreclose the mortgage on behalf of the trust because there was evidence that the trust did not acquire the mortgage until after the cut-off date provided in the trust. However, it appears that the cut-off date in the trust applied to notes and did not prohibit the trust from making or receiving transfers of the mortgages that secured the underlying notes after the cut-off date. As such, the assignment was not on its face invalid and was not evidence that the trust did not own the note. Further, appellants presented no evidence that the trust did not hold title to the note. Appellee alleged and presented evidence that it held the actual note on the trust's behalf, which had been endorsed in blank. Appellants could not defend against their obligation under the note by arguing that its transfer was invalid. *Bowles*, 246 Mich at 678. Accordingly, appellants have no defenses to payment or foreclosure under the loan documents.

Further, appellants presented no evidence to suggest that their concerns about the assignment relate to the need to protect themselves from double liability.[10] Indeed, they testified that no other entity had attempted to collect on the mortgage loan. Appellants did not have standing to challenge the assignment.

VI. THE PROMISSORY NOTE

Appellants claim that appellee was not entitled to enforce the promissory note because appellee failed to prove that it holds the original note and there is no endorsement specifically to appellee. Appellants also challenge the validity of the blank endorsement on the note. As with others arguments they have advanced on appeal, appellants offer no relevant Michigan authority or argument in support of their assertion that appellee did not have any rights in the note, thereby abandoning the issue. *Peterson Novelties*, 259 Mich App at 14. Additionally, appellants lack standing to challenge the validity of the blank endorsement on the note. See *Bowles*, 246 Mich at 679.

Nonetheless, under MCL 440.3301, "the holder of the instrument" is entitled to enforce an instrument. A "holder," in turn, is defined in MCL 440.1201(2)(u) as any of the following:

> (*i*) A person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession.
>
> (*ii*) A person in possession of a negotiable tangible document of title if the goods are deliverable either to bearer or to the order of the person in possession.
>
> (*iii*) A person in control of a negotiable electronic document of title.

"If an endorsement is made by the holder of an instrument and it is not a special endorsement, it is a 'blank endorsement.' When endorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specifically endorsed." MCL 440.3205(2).

Here, on the date that the mortgage loan was closed, the note was endorsed by the CEO of Pioneer Mortgage, Inc., "Pay to the Order of Washington Mutual Bank, F.A., without recourse on this 17 day of March, 2003." The Assistant Vice President of Washington Mutual Bank endorsed the note in blank without recourse. As a result of this endorsement, and by operation of MCL 440.3205(2), the note was payable to bearer. Appellee's possession of the original note, which they showed to appellants at their joint deposition,[11] results in it being entitled to enforce the note.

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[10] We note that, although there is no requirement to record assignments for judicial foreclosure, the assignment in this case was recorded.

[11] Appellants would not confirm or deny the authenticity of their signatures.

Appellants also assert, without any analysis, that the note could not be deposited into the trust without an endorsement to the authorized depositor as required by the PSA. Appellants again fail to cite any authority and fail to provide either the applicable terms of the PSA or a copy of the PSA. Consequently, this argument is abandoned. *Peterson Novelties*, 259 Mich App at 14.

VII. GENUINE ISSUES OF MATERIAL FACT

Appellants restate arguments made in previous issues and then present the additional argument that summary disposition was improperly granted because there are genuine issues of material fact as demonstrated by a "number of affidavits . . . which Plaintiff has never rebutted" and because they attached to their brief on appeal "a non-exhaustive list of further genuine issues of material fact." Appellants' argument is undeveloped and provides no analysis. Therefore, it has been abandoned. *Mudge v Macomb Co*, 458 Mich 87, 105; 580 NW2d 845 (1998).

Affirmed. Appellee, as the prevailing party, may tax costs pursuant to MCR 7.219.

/s/ Henry William Saad
/s/ Cynthia Diane Stephens
/s/ Colleen A. O'Brien