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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA16-771

Filed: 16 May 2017

Mecklenburg County, No. 15SP1520

In the Matter of the Foreclosure of Real Property of a Deed of Trust executed by Holly B. Rankin and Darrin L. Rankin (PRESENT RECORD OWNER(S): Mozijah Bailey and Wendy Carolina Lopez) and (Darrin L. Rankin, as to a Life Estate only) in the original amount of \$307,920.00 dated October 4, 2006, recorded in Book 21173, Page 276, Mecklenburg County Registry

Substitute Trustee Services, Inc., Substitute Trustee

Appeal from order entered 26 January 2016 by Judge Gregory R. Hayes in Mecklenburg County Superior Court. Heard in the Court of Appeals 25 January 2017.

The Law Office of Erin E. Rozzelle, PLLC, by Erin Rozzelle, for Appellant Bruce Adams.

Hutchens Law Firm, by Jeffrey A. Bunda, for Petitioner-Appellee.

DILLON, Judge.

The superior court entered an order permitting the foreclosure of certain real property (“Property”). The Property owner (“Owner”) appeals the order allowing the foreclosure to proceed on the sole ground that Deutsche Bank National Trust

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Company (“Trustee”) failed to present sufficient evidence that it was the holder of the debt which secured the Property. We affirm the superior court.

Analysis

The Owner’s sole argument on appeal is that the superior court erred in finding that the Trustee was the holder of the note (“Note”) which was secured by the Property. We disagree.

At the foreclosure hearing before the superior court, the Trustee produced a photocopy of the original Note along with an affidavit of an officer of the authorized servicer of the mortgage indicating that the Trustee has been the holder of the Note since before the time the foreclosure proceeding was initiated. *See In re Adams*, 204 N.C. App. 318, 323, 693 S.E.2d 705, 709-10 (2010) (photocopies of the note can be admitted to prove holder status); *In re Brown*, 156 N.C. App. 477, 486-87, 577 S.E.2d 398, 404-05 (2003) (affidavits from loan servicer are admissible in *de novo* foreclosure hearing in superior court). The Note was indorsed in blank. N.C. Gen. Stat. § 25-3-205(b) (2013) states that “[w]hen indorsed in blank, an instrument becomes payable to bearer[.]” A separate assignment of the deed of trust securing the Note is not required because the transfer of the Note constitutes a valid transfer of the deed of trust. N.C. Gen. Stat. § 47-17.2 (2013).

We have reviewed the Owner’s contentions on appeal that Bank of America, and not the Trustee, was the holder of the Note. We hold that these contentions lack

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merit to rebut the evidence offered by the Trustee. The evidence cited by the Owner shows, at best, that Bank of America may have been involved in servicing the mortgage in the past. But the evidence does not contradict the Trustee's evidence that it has been in possession of the Note since the initiation of the foreclosure and that the Note was indorsed in blank.

AFFIRMED.

Judges ELMORE and ZACHARY concur.

Report per Rule 30(e).