1   **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

2   **PENNYMAC MORTGAGE**
3   **INVESTMENT TRUST**
4   **HOLDINGS I, LLC,**

5   **Plaintiff-Appellee,**

6   **v.**   **No. 34,982**

7   **PETE D. SALAZAR,**

8   **Defendant-Appellant.**

9   **APPEAL FROM THE DISTRICT COURT OF SANDOVAL COUNTY**
10   **John F. Davis, District Judge**

11   Akerman LLP
12   Ashley E. Calhoun
13   Denver, CO

14   Weinstein & Riley, P.S.
15   Jason Bousliman
16   Albuquerque, NM

17   for Appellee

18   JRSPC, LLC
19   Joshua R. Simms

Albuquerque, NM

for Appellant

MEMORANDUM OPINION

HANISEE, Judge.

{1}   Homeowner Pete D. Salazar appeals from the district court's entry of a decree of foreclosure and order granting summary judgment in favor of Plaintiff Pennymac Mortgage Investment Trust Holdings I, LLC. [RP 142] We issued a notice of proposed disposition proposing to affirm, and Homeowner has responded with a memorandum in opposition. We have considered the arguments raised in that memorandum; however, for the reasons stated in the notice of proposed disposition and below, we continue to believe that summary affirmance is appropriate in this case. We therefore affirm the district court's decision.

{2}   In our notice, we proposed to hold that Plaintiff established its standing as a holder in due course of the note on the basis that it had possession of the original note, indorsed in blank, at the time of the filing of the complaint and also had a valid mortgage assignment. [RP 1-5, 7-9, 39-40] *See Bank of New York v. Romero*, 2014-NMSC-007, ¶ 26, 320 P.3d 1 ("[W]e agree . . . that if the . . . note contained only a blank indorsement . . ., that blank indorsement would have established the [plaintiff bank] as a holder because [it] would have been in possession of bearer paper [at the

time it filed the complaint.]"); *Deutsche Bank Nat'l Trust Co. v. Beneficial N.M. Inc.*, 2014-NMCA-090, ¶ 14, 335 P.3d 217 (describing a valid mortgage assignment and noting that an assignment is "separate from the note and does not by itself transfer ownership of the note"), *cert. granted*, 2014-NMCERT-008 (No. 34,726, Aug. 29, 2014). Relying on *Romero* and this Court's recent opinion in *Flagstar Bank FSB v. Licha*, 2015-NMCA-086, ¶ 17, 356 P.3d 1102, we also proposed to reject any challenge to standing based on the validity of a mortgage assignment by Mortgage Electronic Registration Systems, Inc. (MERS).

{3}   In response, Homeowner filed a memorandum in opposition that is completely unresponsive to this Court's proposed disposition. Rather, he continues to challenge the MERS assignment and MERS' ability to assign the rights to enforce the mortgage. [MIO 2] He further asserts that "without definitive instruction from a definitive principal as authority, MERS, or a MERS assignee, as agent has no authority to exercise the mortgage." [MIO 2] Homeowner makes no attempt to explain why the case law set forth in the proposed disposition does not control. *See Hennessy v. Duryea,* 1998-NMCA-036, ¶ 24, 124 N.M. 754, 955 P.2d 683 (holding that a party opposing summary disposition has the burden to clearly point out errors in fact or law contained in the notice of proposed disposition). Further, he fails to supply citations to either case law or to the record. *See Curry v. Great Nw. Ins. Co.*, 2014-NMCA-031,

1 ¶ 28, 320 P.3d 482 ("Where a party cites no authority to support an argument, we may

2 assume no such authority exists."). Under these circumstances, we conclude that our

3 proposed disposition was correct.

4 {4}   Accordingly, based on the foregoing discussion and our notice of proposed

5 disposition, we affirm.

6 {5}   **IT IS SO ORDERED.**

7

8   **J. MILES HANISEE, Judge**

9 **WE CONCUR:**

10
11 **MICHAEL E. VIGIL, Chief Judge**

12
13 **RODERICK T. KENNEDY, Judge**