

IN THE COURT OF APPEALS OF OHIO
TENTH APPELLATE DISTRICT

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|--|---|---------------------------|
| CitiMortgage, Inc., successor by merger to ABN AMRO Mortgage Group, | : | |
| | : | |
| Plaintiff-Appellee, | : | No. 12AP-212 |
| | : | (C.P.C. No. 11CVE06-7733) |
| v. | : | |
| | : | (REGULAR CALENDAR) |
| Selina Asamoah, | : | |
| | : | |
| Defendant-Appellant, | : | |
| | : | |
| Yao Ayitey et al., | : | |
| | : | |
| Defendants-Appellees. | : | |
| | : | |

D E C I S I O N

Rendered on September 27, 2012

Lerner, Sampson & Rothfuss, Bill L. Purtell, and Brad J. Terman, for CitiMortgage, Inc.

Selina Asamoah, pro se.

APPEAL from the Franklin County Court of Common Pleas.

BROWN, P.J.

{¶ 1} Selina Asamoah, defendant-appellant, appeals from the judgment of the Franklin County Court of Common Pleas, in which the court granted the motion for default judgment filed by CitiMortgage, Inc., successor by merger to ABN AMRO Mortgage Group ("Citi"), plaintiff-appellee.

{¶ 2} On February 16, 2007, appellant, who was not married at the time, executed a promissory note in favor of ABN AMRO Mortgage Group ("ABN") for \$147,000. Also on February 16, 2007, appellant executed a mortgage that secured the note and encumbered the property located at 3046 Jetstream Drive, Columbus, Ohio. On September 1, 2007, Citi and ABN merged. Citi and appellant entered into a loan modification agreement in October 2009.

{¶ 3} On June 24, 2011, Citi filed the present foreclosure action against appellant and Yao Ayitey, appellant's husband. Appellant did not file an answer but filed a request for foreclosure mediation and extension of time to answer. The parties engaged in mediation but were unable to reach any agreement, although it does appear Citi offered appellant a trial mortgage modification. Neither Ayitey nor appellant filed an answer.

{¶ 4} On February 15, 2012, Citi filed a motion for default judgment. On February 17, 2012, the court granted the motion for default judgment and entered a judgment and decree in foreclosure. Appellant, pro se, appeals the judgment of the trial court. She has stated no assignments of error but has included a brief argument.

{¶ 5} Appellant has failed to conform to many of the requirements delineated by App.R. 16. Most glaring of these deficiencies is appellant's failure to specifically set forth any assignments of error, as required by App.R. 16(A)(3), and this court has discretion to disregard appellant's arguments under App.R. 12(A)(2). Appellant's failure to follow the dictates of App.R. 16(A) is equivalent to not filing a brief at all and would, in and of itself, be grounds for dismissing the appeal. *See* App.R. 18(C). A court of appeals has the authority to dismiss an appeal for an appellant's failure to follow the Rules of Appellate Procedure. App.R. 3(A).

{¶ 6} Notwithstanding, in the interests of justice, we will review appellant's argument. Appellant asserts that, as a part of its loan modification offer during mediation, Citi failed to use the proper current market value of the property pursuant to the revised appraisal value utilized by the county auditor. Appellant states that her plea to this court on appeal is to have a lower monthly mortgage with a reflection of the reappraisal other than what was used by Citi under the standard modification trial period plan notice. Appellant concedes she was in default of payment and that Citi was entitled to enforce the terms of the mortgage.

{¶ 7} Citi counters that appellant's desiring a better loss-mitigation offer is not a proper ground for appeal, and this court should not order the trial court to vacate its judgment and force Citi to enter into a loan modification agreement that is more favorable to appellant. Appellant claims that Citi mischaracterizes her argument, explaining that she is making "a humble request to the court for a permanent solution to our problem with CitiMortgage and we appreciate their cooperation. The single clearest way that we have as Appellant is through the court and its Honorable personnel to getting to CitiMortgage."

{¶ 8} We agree with Citi that appellant's sole argument appears to be with the loan modification offered by Citi. This is not a proper ground for appeal, as it alleges no error in any ruling made by the trial court. *See N. Coast Cookies, Inc. v. Sweet Temptations, Inc.*, 16 Ohio App.3d 342 (8th Dist.1984) (appellant must designate specific rulings that the appellant challenges on appeal); *see also* App.R. 12(A) (the appellant is required to point out alleged errors in the record). The only error appellant alleges is an "error" by Citi. Appellant points to no court order or statute requiring Citi to use a certain appraisal value or method in its loan-modification offer. For these reasons, we find no error in the trial court's granting of default judgment. Appellant's argument is without merit.

{¶ 9} Accordingly, the judgment of the Franklin County Court of Common Pleas is affirmed.

Judgment affirmed.

SADLER and CONNOR, JJ., concur.
