



# The South Carolina Court of Appeals

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July 23, 2018

The Honorable Jeanette W. McBride  
PO Box 2766  
Columbia SC 29202-2766

## REMITTITUR

Re: CitiMortgage v. Bruce Gardner  
Lower Court Case No. 2010CP4001571  
Appellate Case No. 2016-000969

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

A handwritten signature in cursive script, reading "Jenny A. Kitchings".

CLERK

Enclosure

cc: Bruce W. Gardner  
Peter M Balthazor, Esquire

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

CitiMortgage, Inc., Respondent,

v.

Bruce W. Gardner and First Citizens Bank and Trust  
Company, Inc., Defendants,

Of whom Bruce W. Gardner is the Appellant.

Appellate Case No. 2016-000969

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Appeal From Richland County  
Ben N. Miller, III, Special Referee

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Unpublished Opinion No. 2018-UP-307  
Submitted June 1, 2018 – Filed July 5, 2018

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**AFFIRMED**

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Bruce W. Gardner, of Lexington, pro se.

Peter M Balthazor, of Riley Pope & Laney, LLC, of  
Columbia, for Respondent.

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**PER CURIAM:** Affirmed pursuant to Rule 220(b), SCACR, and the following  
authorities: *Bank of Am., NA v. Draper*, 405 S.C. 214, 219, 746 S.E.2d 478, 480  
(Ct. App. 2013) ("When reviewing the grant of a summary judgment motion, this

court applies the same standard that governs the [special referee] under Rule 56(c), SCRCF; summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law."); *Sides v. Greenville Hosp. Sys.*, 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004) ("Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of fact remaining for trial."); *Draper*, 405 S.C. at 219, 746 S.E.2d at 480 ("Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." (quoting *Powell ex rel. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008))); *Sloan v. Friends of the Hunley, Inc.*, 369 S.C. 20, 28, 630 S.E.2d 474, 479 (2006) ("Generally, a party must be a real party in interest to the litigation to have standing."); *Draper*, 405 S.C. at 220, 746 S.E.2d at 481 ("An assignee stands in the shoes of its assignor."); *id.* ("[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but . . . the assignment of the mortgage alone does not carry with it an assignment of the note." (alteration and omission by court) (quoting *Hahn v. Smith*, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930))); S.C. Code Ann. § 36-3-301 (Supp. 2017) (providing a holder of an instrument is entitled to enforce it); S.C. Code Ann. § 36-1-201(b)(21)(A) (Supp. 2017) (providing a holder of an instrument includes "the person in possession of a negotiable instrument that is payable . . . to bearer"); *U.S. Bank Tr. Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009) ("A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action.").

**AFFIRMED.**<sup>1</sup>

**LOCKEMY, C.J., and WILLIAMS and KONDUROS, JJ., concur.**

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<sup>1</sup> We decide this case without oral argument pursuant to Rule 215, SCACR.