

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2012

CHRISTOPHER W. HENDERSON,
Appellant,

v.

LITTON LOAN SERVICING, LP,
Appellee.

No. 4D10-1167

[July 18, 2012]

PER CURIAM.

We reverse the final summary judgment of foreclosure entered in this case. Whether the appellee is entitled to enforce the promissory note remains a disputed issue of material fact. In *Harvey v. Deutsche Bank National Trust Co.*, 69 So. 3d 300, 303 (Fla. 4th DCA 2011), we explained that the person entitled to enforce a negotiable instrument such as a note is the “holder of the instrument.” (quoting § 673.3011, Fla. Stat.). A “holder” is the person in possession of the instrument that is payable to bearer or to an indentified person in possession. § 671.201(21)(a), Fla. Stat. “Bearer” means “a person in possession of a negotiable instrument . . . that is payable to bearer **or indorsed in blank.**” § 671.201(5), Fla. Stat. (emphasis added). See also *Riggs v. Aurora Loan Servs., LLC*, 36 So. 3d 932 (Fla. 4th DCA 2010). The note presented in these proceedings does not appear to have an endorsement in blank. Instead, the endorsement is to a specific entity, Wells Fargo, which is not the plaintiff in this case.

Reversed and remanded for further proceedings.

WARNER, STEVENSON and GROSS, JJ., concur.

* * *

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Meenu Sasser, Judge; L.T. Case No. 502009CA001464XXXXMB.

Carol Cobourn Asbury, Fort Lauderdale, for appellant.

Andrea Shelowitz and Jason F. Joseph of Gladstone Law Group, P.A.,
Boca Raton, for appellee.

Not final until disposition of timely filed motion for rehearing.