

IN RE FORECLOSURE CASES, 521 F. Supp. 2d 650, 653 (S.D. Oh. 2007) (stating that, "[t]o show standing in a foreclosure action, . . . the plaintiff must show that it is the holder of the note and the mortgage at the time the complaint was filed [and] . . . that the holder of the note and mortgage is harmed, usually by not having received payments on the note").

For there to be a valid assignment, there must be more than just assignment of the deed alone; the note must also be assigned. *See* **CARPENTER V. LONGAN**, 83 U.S. 271, 274 (1872) (stating that "[t]he note and mortgage are inseparable; the former as essential, the latter as an incident"; adding that "[a]n assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity"); **MERRITT V BARTHOLICK**, 36 NY 44, 45 [1867] ["a transfer of the mortgage without the debt is a nullity, and no interest is acquired by it"]. **IN RE LEISURE TIME SPORTS, INC.** 194 B.R. 859, 861 (9th Cir. 1996) (stating that "[a] security interest cannot exist, much less be transferred, independent from the obligation which it secures" and that, "[i]f the debt is not transferred, neither is the security interest"); **KELLEY V. UPSHAW**, 39 Cal. 2d 179, 192 (1952) (stating that assigning only the deed without a transfer of the promissory note is completely ineffective); *see also* **RESTATEMENT (3d) OF PROPERTY (MORTGAGES)** § 5.4 (stating that "[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures") (emphasis added).

Moreover, Plaintiff has the burden of establishing its standing. *See, e.g.,* **DAIMLER CHRYSLER CORP. V. CUNO**, 547 U.S. 332, 342 (2006).