Residential Funding Co., v. Saurman, 490 Mich. 909; 805 N.W.2d 183 (Mich. 2011) ("It has never been necessary that the mortgage should be given directly to the beneficiaries. The security is always made in trust to secure obligations, and the trust and the beneficial interest need not be in the same hands. The choice of a mortgagee is a matter of convenience.") (quoting *Adams v. Niemann*, 46 Mich. 135, 137 (Mich. 1881)); Jackson v. MERS, Inc., 770 N.W.2d 487 (Minn. 2009) ("A party can hold legal title to the security instrument without holding an interest in the promissory note."); *Boruchoff v. Ayvasian*, 323 Mass. 1, 10 (Mass. 1948) ("[W]here a mortgage and the obligation secured thereby are held by different persons, the mortgage is regarded as an incident to the obligation, and, therefore, held in trust for the benefit of the owner of the obligation."); *First Nat'l Bank v. Nat'l Grain Corp*., 131 A. 404, 406-07 (Conn. 1925) ("[A] mortgage may be held for the security of the real creditor, whether he is the party named as mortgagee or some other party, for the provisions of a mortgage are not necessarily personal to the mortgagee named. The real party in interest may be an assignee of the mortgagee or someone subrogated to his rights under the mortgage, or even a third person not answering either of these descriptions."); *Commercial Germania Trust and Sav. Bank v. White*, 81 SO. 753, 754 (La. 1919) ("a mortgagor may make a mortgage in favor of a

nominal . . . mortgagee"); *Ogden State Bank v. Barker*, 40 P. 769, 769 (Utah 1895) ("The mere fact that the mortgagee was not the real owner of the notes, but was simply a trustee or agent for the owners, does not affect the validity of the mortgage."); *Lawrenceville Cement Co. v. Parker*, 15 N.Y.S. 577, 578 (Sup.Ct. 1891) (holding that bank official could hold mortgage, as mortgagee, for bank, which held the underlying promissory note). *Horvath v. Bank of New York, N.A., et al.,* No. 1:09-cv-1129, Dkt No. 38 (E.D. Va. Jan. 29, 2010) (aff'd., 4th Cir., No. 10-1528, May 19, 2011) (court held that "the 'split' of [Plaintiff's] promissory notes from the deeds of trust does not render the deeds of trust unenforceable. The deeds of trust continue to grant a promissory note holder security . . ."). *Drake v. Citizens Bank of Effingham (In re Corley)*, 447 B.R. 375 (Bankr. S.D. Ga. 2011) (the note and the mortgage were not split; they were executed together at inception and remain linked via the language in the documents that contemplate the agency relationship formed by the designation of MERS as nominee). *Williams v. U.S. Bank Nat'l Ass'n*, 2011 WL 2293260 at *1 (E.D. Mich. June 9, 2011) ("To the extent Plaintiffs challenge any assignment from MERS to U.S. Bank, Plaintiffs lack standing to do so because they were not a party to those assignments."); *Bridge v. Aames Capital Corp*., 2010 WL 3834059, at *3 (N.D. Ohio Sept. 29, 2010) ("Courts have routinely found that a debtor may

not challenge an assignment between an assignor and assignee"); *Livonia Prop. Holdings, LLC*, 717 F. Supp. 2d 724, 735 (E.D. Mich. 2010) ("Borrower disputes the validity of the assignment [of mortgage] documents. But, as a non-party to those documents, it lacks standing to attack them.").