

OHIO COURT OF APPEALS, SECOND APPELLATE DISTRICT,
MONTGOMERY COUNTY

Kiavi Funding, Inc. v. Native Training Solutions Inc.

2026-Ohio-1890 · No. C.A. No. 30689 · Decided May 22, 2026

SUMMARY

The Ohio Second District Court of Appeals affirmed summary judgment and a foreclosure decree in favor of Kiavi Funding, Inc. against Native Training Solutions, Inc. and Pierce Calloway. The court held that Kiavi established the note, mortgage, default, conditions precedent, and amount due, while Calloway failed to present admissible evidence creating a genuine issue of material fact or to properly plead fraud.

CASE DETAILS

COURT	Ohio Court of Appeals, Second Appellate District, Montgomery County
WRITING FOR THE COURT	Ronald C. Lewis, Presiding Judge; Epley, Judge; Hanseman, Judge
JURISDICTION	Ohio Court of Appeals, Second Appellate District, Montgomery County
DECIDED	May 22, 2026
DOCKET	C.A. No. 30689
DISPOSITION	affirmed
PROCEDURAL POSTURE	Pierce Calloway appealed from the Montgomery County Common Pleas Court's judgment granting Kiavi Funding, Inc. summary judgment and entering a foreclosure decree.
STANDARD OF REVIEW	De novo review applies to a trial court's ruling on a motion for summary judgment.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Pierce Calloway v. Kiavi Funding, Inc.

TOPICS

- summary judgment
- foreclosure
- civil procedure
- appellate procedure
- affirmative defenses

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court erred by granting Kiavi summary judgment and entering a foreclosure decree.
2. Whether Calloway's allegations of fraud, misrepresentation, nondisclosure, and related deficiencies created a genuine issue of material fact or constituted a properly pleaded fraud defense.

HOLDINGS

1. Summary judgment was proper because Kiavi established that it was the holder of the note, mortgage, and personal guarantee; that the borrowers were in default; that the amount due was \$95,500 plus interest; and that Calloway failed to respond with proper evidence showing a genuine issue of material fact.
2. To obtain summary judgment in a foreclosure action, the plaintiff must establish that it holds or is entitled to enforce the note and mortgage, establish any required chain of assignments and transfers, prove default, show that conditions precedent were satisfied, and establish the amount of principal and interest due.
3. Calloway waived the fraud defense by failing to plead the circumstances constituting fraud with particularity.

KEY QUOTATIONS

“summary judgment is appropriate when (1) no genuine issue as to any material fact exists, (2) the moving party is entitled to judgment as a matter of law, and (3) viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can reach only one conclusion that is adverse to the nonmoving party.” (¶ 11)

“To prevail on a motion for summary judgment in a foreclosure action, the plaintiff must prove: (1) it is the holder of the note and the mortgage, or is a party entitled to enforce them; (2) if the plaintiff is not the original mortgagee, the chain of assignments and transfers; (3) the mortgagor is in default; (4) all conditions precedent have been met; and (5) the amount of principal and interest due.” (¶ 14)

FACTUAL BACKGROUND

Native Training Solutions Inc. executed a \$220,900 promissory note and mortgage in favor of Kiavi Funding, Inc., secured by property at 100-102 Boltin Street in Dayton, Ohio. Pierce Calloway, Native Training Solutions' owner and managing partner, signed the note and mortgage and executed a personal guarantee. After default, Kiavi accelerated the loan and claimed \$95,500 in principal, plus interest and other amounts. Kiavi supported its summary-judgment motion with an employee affidavit authenticating the loan documents and payment history, while Calloway submitted unauthenticated documents without an affidavit or other proper Civ.R. 56 materials.

PROCEDURAL HISTORY

Kiavi sued Native Training Solutions Inc., Pierce Calloway, and others for money, foreclosure, and equitable relief based on a promissory note, mortgage, and personal guarantee. Calloway filed an answer that did not

admit or deny the allegations and asserted concerns about fraud and misrepresentation; Native Training Solutions filed no responsive pleading. The trial court granted Kiavi summary judgment and entered a foreclosure decree. Calloway appealed, while Native Training Solutions did not appeal.

DISPOSITION

affirmed

CASES CITED

- *Holfinger v. Stonespring/Carespring, L.L.C.*, 2016-Ohio-7982, ¶¶ 27-31 (2d Dist.)
- *State v. Bolton*, 2017-Ohio-8903, ¶ 13 (2d Dist.)
- *State v. Ishmail*, 54 Ohio St.2d 402 (1978)
- *Williams v. Pioneer Credit Recovery, Inc.*, 2020-Ohio-397, ¶ 16 (2d Dist.)
- *State v. Grant*, 2013-Ohio-2981, ¶ 12 (10th Dist.)
- *Nationstar Mtge. LLC v. Anderson*, 2023-Ohio-3186, ¶ 10 (2d Dist.)
- *Mitseff v. Wheeler*, 38 Ohio St.3d 112, 115 (1988)
- *Dresher v. Burt*, 1996-Ohio-107, ¶¶ 17-18
- *Schroeder v. Henness*, 2013-Ohio-2767, ¶ 42 (2d Dist.)
- *Helton v. Scioto Cty. Bd. of Commrs.*, 123 Ohio App.3d 158, 162 (4th Dist. 1997)
- *Ward v. Bond*, 2015-Ohio-4297, ¶ 8 (2d Dist.)
- *Brewer v. Cleveland City Schools Bd. of Edn.*, 122 Ohio App.3d 378, 383 (8th Dist. 1997)
- *Dupler v. Mansfield Journal Co.*, 64 Ohio St.2d 116, 119-20 (1980)
- *Carrington Mtge. Servs., LLC v. McClain*, 2023-Ohio-2211, ¶ 18 (2d Dist.)
- *JP Morgan Chase Bank, N.A. v. Johnson*, 2015-Ohio-1939, ¶ 10 (2d Dist.)
- *Todd Dev. Co. v. Morgan*, 2008-Ohio-87, ¶ 14
- *Wells Fargo Minnesota, N.A. v. Finley*, 2008-Ohio-982, ¶ 25 (2d Dist.)

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