COURT OF APPEALS OF OHIO, ELEVENTH APPELLATE DISTRICT, LAKE COUNTY

Planet Home Lending, L.L.C. v. Keyes

2026-Ohio-521 · No. 2025-L-091 · Decided February 17, 2026

SUMMARY

The Ohio Eleventh District Court of Appeals affirmed a Lake County Court of Common Pleas judgment granting Planet Home Lending summary judgment and foreclosure against Maurice G. Keyes. The court held that the trial court provided a fair opportunity to respond to the summary-judgment motion, lacked jurisdiction to review unappealed rulings on the motion to vacate and motion to strike, and that Planet Home established standing as a person entitled to enforce the note. The court also rejected or found inadequately developed Keyes's holder-in-due-course argument.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eleventh Appellate District, Lake County
WRITING FOR THE COURT	John J. Eklund, J.; Eugene A. Lucci, J.; Scott Lynch, J.
JURISDICTION	Court of Appeals of Ohio, Eleventh Appellate District, Lake County
DECIDED	February 17, 2026
DOCKET	2025-L-091
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from a judgment of the Lake County Court of Common Pleas granting Planet Home Lending summary judgment and issuing a decree of foreclosure.
STANDARD OF REVIEW	Procedural due process issues are reviewed de novo. Summary judgment is reviewed de novo, independently and without deference to the trial court.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Maurice G. Keyes, a.k.a. Maurice Keyes, et al. v. Planet Home Lending, L.L.C.

TOPICS

summary judgment · foreclosure · standing · appellate jurisdiction · due process

PRACTICE AREAS

civil procedure · real estate law · foreclosure · secured transactions · appellate procedure · constitutional law

QUESTIONS PRESENTED

1. Whether the trial court violated Keyes's procedural due process rights by granting summary judgment without an oral hearing or additional opportunity to be heard.
2. Whether the appellate court had jurisdiction to review the trial court's denial of Keyes's motion to vacate and its disposition of Planet Home's motion to strike when Keyes did not appeal from the later judgment entry addressing those motions.
3. Whether Planet Home established standing to bring the foreclosure action and whether Keyes established a genuine issue of material fact concerning possession, enforcement, or assignment of the note.
4. Whether Planet Home was required to prove that it was a holder in due course under R.C. 1303.31.

HOLDINGS

1. A trial court does not violate procedural due process by granting summary judgment without an oral hearing when the governing rules provide the opposing party a fair, timely opportunity to submit written opposition and the court complies with those requirements.
2. An appellate court lacks jurisdiction to review rulings on motions addressed in a later judgment entry when the appellant neither amends the notice of appeal to include that entry nor files a separate notice of appeal from it.
3. A foreclosure plaintiff establishes standing when it demonstrates that it was a person entitled to enforce the instrument at the time it filed the complaint; a plaintiff may satisfy that requirement by showing possession of a note indorsed in blank.
4. The appellant did not establish appellate error by asserting that the foreclosure plaintiff was required to prove holder-in-due-course status under R.C. 1303.31, because that statute addresses persons entitled to enforce an instrument rather than the separate holder-in-due-course concept, and the appellant did not explain how holder-in-due-course status applied.

KEY QUOTATIONS

> *"Therefore, Appellant was given a fair opportunity to be heard; he simply failed to utilize that opportunity in a timely manner."* (¶ 30)

> *"A plaintiff in a foreclosure action must have standing at the time it files the complaint in order to properly invoke the jurisdiction of the trial court."* (¶ 41)

FACTUAL BACKGROUND

Planet Home Lending sued Keyes on a promissory note seeking $242,180.99 plus interest, charges, costs, and expenses, and also sought foreclosure of its mortgage lien on Keyes's Ohio property. Planet Home moved for summary judgment on May 14, 2025. Keyes did not timely oppose the motion under the applicable civil and local rules. Planet Home submitted an authorized representative's affidavit stating that it possessed the note before filing the complaint and that the note was indorsed in blank.

PROCEDURAL HISTORY

Planet Home Lending sued Keyes on a promissory note and sought foreclosure. The trial court granted summary judgment and entered a foreclosure decree on June 24, 2025. Keyes later filed an opposition to summary judgment and a Civ.R. 60(B) motion to vacate; after a remand from the appellate court, the trial court denied the motion to vacate and deemed the lender's motion to strike moot. The appeal proceeded from the June 24 summary-judgment entry, and the appellate court affirmed.

DISPOSITION

affirmed

CASES CITED

- U.S. Bank v. Smith, 2020-Ohio-3328, ¶ 9 (11th Dist.)
- Hooten v. Safe Auto Ins. Co., 2003-Ohio-4829, ¶¶ 12-13, 34
- Beavers v. Lors, 2023-Ohio-3940, ¶ 48 (11th Dist.)
- Wells Fargo Bank, N.A. v. Deel, 2012-Ohio-3782, ¶ 6 (7th Dist.)
- Brooks v. Merchant, 2008-Ohio-932, ¶ 13 (8th Dist.)
- DelleCurti v. Fetty, 2017-Ohio-7965, ¶ 13 (11th Dist.)
- Morris v. Ohio Cas. Ins. Co., 35 Ohio St.3d 45, 47 (1988)
- Dresher v. Burt, 1996-Ohio-107, ¶ 18
- Deutsche Bank Natl. Trust Co. as Trustee v. Ayers, 2020-Ohio-1332, ¶ 72 (11th Dist.)
- PNC Bank v. Kereszturi, 2015-Ohio-957, ¶ 19 (11th Dist.)
- Steuer Revocable Trust v. Strauss, 2025-Ohio-2111, ¶ 21 (11th Dist.)