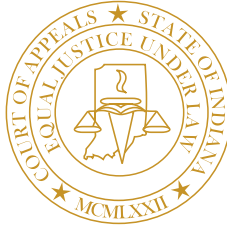


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE Court of Appeals of Indiana

Posseh Kamara,
Appellant-Defendant

v.

Wilmington Savings Fund Society, FSB, not in its individual
capacity, but Solely as Certificate Trustee of Bosco Credit II
Trust Series 2010-1,
Appellee-Plaintiff



September 30, 2026

Court of Appeals Case No.
26A-MF-96

Appeal from the Lake Superior Court
The Honorable Kristina Kantar, Judge

Trial Court Cause No.
45D04-2501-MF-2

Memorandum Decision by Judge Foley
Judges Vaidik and Altice concur.

Foley, Judge.

[1] Posseh Kamara (“Kamara”) appeals the trial court’s entry of summary judgment and decree of foreclosure in favor of Wilmington Savings Fund Society, FSB, not in its individual capacity, but as Certificate Trustee of Bosco Credit II Trust Series 2010-1 (“Wilmington”), and the denial of her competing motion for summary judgment. Kamara raises the following restated issues for our review:

- I. Whether the trial court erred in granting summary judgment to Wilmington, and in denying Kamara’s cross-motion, on statute of limitations grounds;
- II. Whether the designated evidence established that Wilmington was entitled to enforce the Note and Mortgage;
- III. Whether the designated evidence established that Kamara was in default; and
- IV. Whether remand is warranted due to a Trial Rule 60(B) motion that was filed while this appeal was pending.

[2] We affirm.

Facts and Procedural History

- [3] On January 2, 2025, Wilmington filed a complaint (“the Complaint”) against Kamara to foreclose a mortgage (“the Mortgage”) on residential real property located on Reverend Burns Drive in Hammond, Indiana (“the Property”). On September 22, 2005, Kamara executed a promissory note (“Note”) with Long Beach Mortgage Company (“LBMC”) in the principal amount of \$27,980.00. *See Appellee’s App. Vol. II pp. 9–12.* The Note was secured by the Mortgage, which was later recorded on October 6, 2005, in Lake County, Indiana. *See id.* at 13–22. The Note required Kamara to make installment payments of principal and interest in the sum of \$286.73 beginning on November 1, 2005, and by the first day of each month thereafter until paid in full. The Note matured on October 1, 2035.
- [4] Wilmington held the Note and had been assigned the Mortgage. Kamara defaulted on the Note and the Mortgage by failing to make the February 1, 2007, installment payment and failed to make any payments thereafter. Wilmington thereafter exercised its option to declare the “whole indebtedness due and payable,” sought a judgment for the unpaid balance of the loan, foreclosure of the Mortgage, and sale of the Property. *Id.* at 4.
- [5] On January 10, 2025, Kamara, who represented herself throughout the proceedings, filed her answer. *See id.* at 45–46. On April 15, 2025, Kamara filed a motion for summary judgment but did not designate any evidence or file a memorandum in support of the motion. In her motion for summary

judgment, she argued that “the action is barred by the applicable statute of limitations, and [Wilmington] failed to demonstrate standing or provide adequate documentation to support its claims.” *Id.* at 47. She argued that the Complaint was untimely because the six-year statute of limitations under Indiana Code section 34-11-2-9 “begins to run from the date of default or acceleration[,]” which she alleged occurred in 2007. *Id.* at 48. Kamara also argued that Wilmington “failed to demonstrate standing through proper documentation.” *Id.*

[6] On September 26, 2025, Wilmington responded to Kamara’s motion for summary judgment and, on October 1, 2025, filed a cross-motion for summary judgment and designation of evidence in support of its motion. Wilmington argued that it was an eligible person entitled to enforce the Note pursuant to Indiana Code section 26-1-3.1-301, and argued that there were no genuine issues of material fact. Wilmington’s designation of evidence included the Note, the Mortgage, assignments of the Mortgage, relevant pre-suit notices of default, and an affidavit from Christopher Onove (“Onove”), a foreclosure analyst with Franklin Credit Management Corporation (“FCMC”), the loan servicer and the attorney-in-fact for Wilmington.

[7] Wilmington’s designated evidence provided that: (1) the Note was endorsed in blank, making the Note payable to the bearer, and that it held the Note; (2) that the Mortgage had been assigned to Wilmington; (3) that under the terms of the Note and the Mortgage, failure to timely pay installments by the prescribed date results in default or breach; and (4) under the terms of the Note and the

Mortgage, Wilmington may, after providing notice and an opportunity to cure, accelerate the entire debt due and foreclose. *See id.* at 9, 18.

[8] On February 23, 2023, FCMC, the servicer for Wilmington, sent Kamara a letter (“Notice of Default”) stating that she was in default under the terms of the Note and Mortgage for failure to timely pay the installment that was due on February 1, 2007, and each installment thereafter. *See id.* at 104. The Notice of Default provided Kamara the opportunity to cure the default by March 30, 2023, listed each installment payment that she had failed to pay, and stated that “[f]ailure to cure the default on or before this date may result in acceleration of the sums secured by the [Mortgage], foreclosure by judicial proceeding and sale of the property.” *Id.* To cure the default, Kamara would have had to pay \$57,088.89. *See id.* at 108.

[9] In an affidavit supporting Wilmington’s motion for summary judgment (“the Onove Affidavit”), Onove stated that, based on his personal knowledge and review of the business records of the loan made in the ordinary course of business: “payments have not been made as required under the terms of the Note and [the] Mortgage; the default on the Loan has not been cured; and [Wilmington] or its agent has accelerated the account, pursuant to the terms of the Loan, making the entire balance due.” *Id.* at 54. The unpaid balance totaled \$88,860.73, which included the unpaid principal balance in the sum of \$27,336.75, together with interest accruing from February 1, 2007, through October 31, 2025.

[10] The trial court eventually set the motions for summary judgment for hearing on November 20, 2025, and heard argument from both parties. The trial court issued its order that same day, granting summary judgment in favor of Wilmington and denying summary judgment for Kamara. The trial court rejected Kamara’s argument regarding the statute of limitations, stating, “[T]his action commenced within the applicable statute of limitations, is timely, and [Wilmington] has met its burden to show standing as current owner of the debt as demonstrated by assignments recorded on the property with the county.” *Id.* at 162–63. Further, the trial court stated that the “foreclosure is based upon the default as a result of non-payment,” and that Kamara had been “notified . . . in 2023, of the default under the Note, based upon seventeen years of missed payments.” *Id.* at 162. The trial court foreclosed the Mortgage and ordered a Sheriff’s sale. On December 9, 2025, Kamara filed a motion to correct error, which was later denied on December 29, 2025. Kamara now appeals.¹ During the pendency of this appeal, Kamara filed a Trial Rule 60(B) motion to set aside the judgment in the trial court, which remains pending.

¹ On January 19, 2026, Kamara filed a stay of execution of the sale of the Property, pending the outcome of the ensuing appeal. On February 19, 2026, Wilmington responded, and on March 11, 2026, the trial court stayed execution of the Sheriff’s sale “until such time as that appeal has been decided[,]” and “[o]nce an Order from the Court of Appeals has been issued, the stay will be revisited by the court.” *Order* p. 2, Mar. 11, 2026.

Discussion and Decision

- [11] Kamara appeals following the denial of her motion to correct error and challenges the grant of summary judgment in favor of Wilmington and the denial of her motion for summary judgment. Kamara proceeds pro se and “is held to the same standards as a trained attorney and is afforded no inherent leniency simply by virtue of being self-represented.” *Zavodnik v. Harper*, 17 N.E.3d 259, 266 (Ind. 2014).²
- [12] A ruling on a motion to correct error is reviewed for an abuse of discretion. *EdgeRock Dev., LLC v. C.H. Garmong & Son, Inc.*, 261 N.E.3d 192, 202 (Ind. 2025) (citing *Expert Pool Builders, LLC v. Vangundy*, 224 N.E.3d 309, 312 (Ind. 2024)). Kamara’s motion to correct error challenged the trial court’s grant of summary judgment in favor of Wilmington, decree of foreclosure, and denial of her motion for summary judgment. However, on appeal, Kamara focuses her arguments on whether granting summary judgment in favor of Wilmington was proper. “We review summary judgment decisions de novo, applying the same standard as the trial court.” *Isgrig v. Trs. of Ind. Univ.*, 256 N.E.3d 1238, 1244 (Ind. 2025). “The moving party ‘bears the initial burden of making a prima facie showing that there are no genuine issues of material fact and that it is entitled to judgment as a matter of law.’” *Wilkes v. Celadon Grp., Inc.*, 177

² We note that Kamara’s brief was deficient in several aspects, such as failing to support each contention with proper citations to the record or to proper authority pursuant to Indiana Appellate Rule 46(A)(8)(a), but such deficiencies do not hinder our review, and we proceed to the merits of her appeal. See *Pierce v. State*, 29 N.E.3d 1258, 1267 (Ind. 2015) (explaining that we prefer to resolve cases on the merits, instead of waiver).

N.E.3d 786, 789 (Ind. 2021) (quoting *Gill v. Evansville Sheet Metal Works, Inc.*, 970 N.E.2d 633, 637 (Ind. 2012)). However, “[o]nce these two requirements are met by the moving party, the burden then shifts to the non-moving party to come forward with evidence establishing the existence of a genuine issue of material fact.” *Isgrig*, 256 N.E.3d at 1244. “We construe all facts and reasonable inferences in the nonmovant’s favor.” *Wohlt v. Wohlt*, 245 N.E.3d 611, 615 (Ind. 2024) (citing *Red Lobster Rests. LLC v. Fricke*, 234 N.E.3d 159, 165 (Ind. 2024)). “Parties filing cross-motions for summary judgment neither alters this standard nor changes our analysis—‘we consider each motion separately to determine whether the moving party is entitled to judgment as a matter of law.’” *G&G Oil Co. of Ind. v. Cont’l W. Ins. Co.*, 165 N.E.3d 82, 86 (Ind. 2021) (quoting *Erie Indem. Co. v. Est. of Harris*, 99 N.E.3d 625, 629 (Ind. 2018)).

I. Statute of Limitations

[13] Kamara argues that the trial court erred in granting summary judgment in favor of Wilmington because the Complaint was untimely and filed outside the relevant statute of limitations. Kamara argues that the statute of limitations commenced when she failed to pay the February 1, 2007, installment due under the Note and the Mortgage. Kamara contends that Wilmington accelerated the balances due “upon the alleged 2007 default,” commencing the running of the six-year statute of limitations that expired years before Wilmington filed the Complaint in 2025. Appellant’s Br. p. 8.

[14] In *Blair v. EMC Mortgage, LLC*, the Indiana Supreme Court concluded that “[t]wo statutes of limitations apply when a lender sues for payment upon a promissory note.” 139 N.E.3d 705, 710 (Ind. 2020). The first statute, Indiana Code section 34-11-2-9 is the general statute of limitations for promissory notes, *see id.*, and it provides that an action upon a promissory note “executed after August 31, 1982, must be commenced within six (6) years after the cause of action accrues[,]” Ind. Code § 34-11-2-9. The second statute, Indiana Code section 26-1-3.1-118 provides that “an action to enforce the obligation of a party to pay a note payable at a definite time must be commenced within six (6) years after the due date or dates stated in the note or, if a due date is accelerated, within six (6) years after the accelerated due date.” I.C. § 26-1-3.1-118(a). The Court in *Blair* determined that these two statutes of limitations recognize three events that trigger a cause of action for a promissory note containing an optional acceleration clause to accrue. These events are:

First, a lender can sue for a missed payment within six years of a borrower’s default. Second, a lender can exercise its option to accelerate and fast-forward to the note’s maturity date, rendering the full balance immediately due. The lender must then bring a cause of action within six years of that acceleration date. Or, third, a lender can opt not to accelerate and sue for the entire amount owed within six years of the note’s date of maturity.

Blair, 139 N.E.3d at 711. In *Blair*, the Indiana Supreme Court determined that a cause of action on a promissory note with an optional acceleration clause may accrue on any of these dates, one of which is when the lender exercises its

option to accelerate. *See id.*; *see also Imbody v. Fifth Third Bank*, 12 N.E.3d 943, 945 (Ind. Ct. App. 2014).

[15] Here, the Note contained an optional acceleration clause, providing that upon a default by Kamara, Wilmington may elect to accelerate the balance due, but acceleration is not mandated. Kamara defaulted on her February 1, 2007, installment payment, but Wilmington did not accelerate the balances due until it issued the Notice of Default.³ The Notice of Default specifically identified that Kamara was in default for failing to make the February 2007 installment payment and all subsequent installment payments and provided Kamara the opportunity to cure the default by paying the missed installment payments and accrued interest by March 30, 2023. The Notice of Default also specifically stated that “[f]ailure to cure the default . . . may result in acceleration of the sums” due under the Note. Appellee’s App. Vol. II p. 104. The Note’s maturity date was October 1, 2035.

[16] The designated evidence establishes that Wilmington exercised its discretionary right to accelerate the sums due under the Note and the Mortgage when Kamara failed to cure the default by the March 30, 2023, deadline. The Onove Affidavit confirms that Wilmington exercised the acceleration option and called the unpaid balance immediately due, as reflected in the Notice of Default. *See*

³ The Onove Affidavit states that Wilmington “accelerated the account, pursuant to the terms of the Loan, making the entire balance due,” and identifies the Notice of Default as the instrument effecting that demand. *See* Appellee’s App. Vol. II pp. 53–55. The designated evidence therefore establishes that acceleration occurred in 2023, when Kamara failed to cure—not upon the filing of the Complaint.

Id. at 53–55. Kamara’s default, in and of itself, was insufficient to trigger acceleration of the debt. Because Wilmington filed the Complaint on January 2, 2025—within six years of the 2023 acceleration—the action was timely.

[17] Kamara argues that paragraph 9 of the Complaint indicates that Wilmington accelerated the balance due under the Note in 2007 after Kamara first defaulted. Paragraph 9 states:

Defendant has failed to make the payments according to the terms of the Note and [the] Mortgage and is currently due for the February 01, 2007 payment. By reason of said default, Plaintiff exercised its option under the Note and [the] Mortgage to declare the whole indebtedness due and payable. Notice of acceleration was given to the Defendant Posseh Kamara and any and all conditions precedent have been performed in accordance with the terms of the Note and [the] Mortgage.

Id. at 3–4.

[18] Wilmington’s designated evidence clearly demonstrated that although Kamara first defaulted by failing to pay the February 2007 installment and remained in default by failing to pay any installments thereafter, Wilmington never elected to accelerate the balances due under the Note until Kamara failed to cure her default as set forth in the Notice of Default. We agree with Kamara that paragraph 9 could be read to indicate that the acceleration occurred at some date after the February 2007 default, but the Complaint did not specify the date the loan was accelerated. The Onove Affidavit clearly indicates that Wilmington considered the loan to have been accelerated in March 2023, when

Kamara failed to cure her default. Kamara failed to designate any evidence in support of her position, instead relying solely upon the allegations in the Complaint. Her reading of the Complaint does not raise a genuine issue of material fact. We thus conclude that the trial court did not err when it determined that Wilmington timely filed the Complaint.⁴

II. Wilmington’s right to enforce the Note and the Mortgage

[19] Kamara argues that Wilmington failed to meet its burden on summary judgment because it failed to demonstrate a “reliable chain of title and authority to enforce the note at the time of filing.” Appellant’s Br. p. 9. In support of her argument Kamara claims that there were “gap[s]” between certain loan servicers. *Id.* In response, Wilmington argues that (1) the Note was endorsed in blank, (2) the Note was in its possession, and (3) the recorded assignments of the Mortgage establish that the Mortgage had been assigned to Wilmington and it retained the authority to foreclose the Mortgage. *See* Appellee’s Br. pp. 10–12. Further, Wilmington argues that Kamara’s arguments about servicing the Mortgage are a “red herring” and do not preclude its ability to enforce the Note. *Id.* at 12.

[20] “Indiana has adopted Article 3 of the Uniform Commercial Code (UCC), which governs negotiable instruments, and it is well-established that a

⁴ To the extent Kamara relies on out-of-state precedent to support her limitations argument, *see* Reply Br. pp. 3–4, we apply Indiana law, which is well settled in these circumstances.

promissory note secured by a mortgage is a negotiable instrument.” *Good v. Wells Fargo Bank, N.A.*, 18 N.E.3d 618, 621–22 (Ind. Ct. App. 2014) (quoting *Lunsford v. Deutsche Bank Tr. Co. Ams. as Tr.*, 996 N.E.2d 815, 821 (Ind. Ct. App. 2013)). Pursuant to the UCC, a person entitled to enforce the instrument is a person who holds the instrument. I.C. § 26-1-3.1-301(1). When an endorsement is made in blank, “an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially endorsed.” I.C. § 26-1-3.1-205(b).

[21] When Wilmington moved for summary judgment, it designated evidence that the Note was endorsed in blank and that it possessed the original. *See* Appellee’s App. Vol. II pp. 9–12. Thus, the designated evidence established that Wilmington held the Note and was entitled to enforce it. *See Buchanan v. HSBC Mortg. Servs., Inc.*, 993 N.E.2d 275, 278–79 (Ind. Ct. App. 2013) (explaining “HSBC demonstrated that it was the holder of the bearer instrument, and it was entitled to enforce the instrument pursuant to Indiana Code Section 26–1–3.1–301(1)[.]”), *trans. denied*.

[22] Next, Wilmington’s designated evidence included two mortgage assignments, which were attached as Exhibits C and D to the Complaint. Exhibit C is an assignment of the Mortgage from LBMC to “Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Certificate Trustee of Bosco Credit II Trust Series 2017-1” which was dated September 29, 2005, and recorded in the Lake County Recorder’s Office on June 12, 2020. Appellee’s App. Vol. II pp. 23–24. Next, Exhibit D is an assignment of the Mortgage from

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Certificate Trustee of Bosco Credit II Trust Series 2017-1” to Wilmington, which was dated July 6, 2023, and recorded in the Lake County Recorder’s Office on July 14, 2023. *Id.* at 25–26. The two recorded assignments thus complete the chain of title, transferring the Mortgage from the originating lender to the Series 2017-1 trust and then to Wilmington. The designated evidence clearly demonstrates that the Mortgage had been assigned to Wilmington and that Wilmington retained the authority to foreclose the Mortgage.

[23] Kamara argues that Wilmington’s designated evidence failed to disclose certain loan servicers and the transfer of the account between servicers but fails to provide any reference to loan servicers in the record or citation to legal authority in support of her argument. Kamara has failed to develop cogent reasoning in support of her argument and as such, has waived such argument. *See* Ind. Appellate Rule 46(A)(8)(a) (requiring that each contention of an appellant’s argument be supported by cogent reasoning and supported by citations to the record); *Isom v. State*, 170 N.E.3d 623, 653 (Ind. 2021) (concluding that failing to develop a cogent argument results in waiver).

[24] Therefore, we conclude, the trial court did not err in determining Wilmington was entitled to enforce the Note and the Mortgage.

III. The Onove Affidavit and Proof of Default

[25] Lastly, Kamara challenges the Onove Affidavit, arguing that it did not provide a sufficient foundation to support the amounts Wilmington alleged were due under the Note and the Mortgage. Specifically, Kamara claims that “Wilmington’s affiant offered a consolidated statement of the amount legally owed and referenced a multi-year payment history[,] [y]et . . . did not produce the full set of underlying records from prior servicers[.]” Appellant’s Br. p. 10. Further, in Kamara’s reply brief, she specifically notes that there were missing service records from 2005 through 2013 and that the approximate loan balance of \$27,980, remained “virtually identical” to the original principal amount owed. Reply Br. pp. 6–7.

[26] At the outset, we clarify what Kamara does and does not argue on appeal. Kamara does not contend that the Onove Affidavit or the payment history attached to it is inadmissible; she raises no challenge as to the affidavit’s foundation or to the admission of the loan records under the business records exception to hearsay. She argues instead that the payment history is incomplete—that it omits records from 2005 through 2013 and that the balance Wilmington claims is “virtually identical” to the original principal balance. *Id.*

[27] That argument goes to the *weight* of the evidence, not its *admissibility*. We therefore confine our review to whether the asserted incompleteness of the payment history created a genuine issue of material fact. To the extent that Kamara’s argument could be construed as a challenge to the foundation or admissibility of the Onove Affidavit, she has waived it. “A complaining party

has a duty to direct the trial court's attention to a defective affidavit, and failure to raise an objection constitutes waiver." *Paramo v. Edwards*, 563 N.E.2d 595, 600 (Ind. 1990). "An affidavit which does not satisfy the requirements of [Trial Rule] 56(E) is subject to a motion to strike, and formal defects are waived in the absence of a motion to strike or other objection." *A House Mechanics, Inc. v. Massey*, 124 N.E.3d 1257, 1265 (Ind. Ct. App. 2019); *see also Am. Mgmt., Inc. v. MIF Realty, L.P.*, 666 N.E.2d 424, 429 (Ind. Ct. App. 1996). An argument in a summary judgment brief that an affidavit is insufficient "is not the same thing as moving to strike the affidavit or otherwise raising a specific objection about a defective affidavit." *Massey*, 124 N.E.3d at 1265. Kamara never moved to strike the Onove Affidavit, so it stands as designated evidence the trial court could consider.

[28] In any case, we conclude that the Onove Affidavit satisfied the evidentiary requirements of Trial Rule 56(E). Trial Rule 56(E) states:

Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies not previously self-authenticated of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith.

Ind. Trial Rule 56(E); *Hussain v. Salin Bank & Tr. Co.*, 143 N.E.3d 322, 328 (Ind. Ct. App. 2020), *trans. denied*. An affiant need not have originated the records or possess life-of-loan personal knowledge to lay a business-records foundation; a

functional familiarity with the creditor's recordkeeping process suffices, and once the foundation is laid, gaps or omissions in the records go to the weight of the evidence, not its admissibility. *See Hussain*, 143 N.E.3d at 332.

[29] The Onove Affidavit met the requirements of Trial Rule 56(E). Onove stated that he had personal knowledge of Wilmington's recordkeeping, that records of the loan accounts were kept in the regular course of business activity and recorded near the time of occurrence, and that these statements were based on his personal knowledge and review of the records. A loan payment history for Kamara's loan account was attached to the Affidavit as Exhibit D.

[30] "To establish a *prima facie* case that it is entitled to foreclose upon the mortgage, the mortgagee or its assign must enter into evidence the demand note and the mortgage, and must prove the mortgagor's default." *Hussain*, 143 N.E.3d at 328 (citing *Creech v. LaPorte Prod. Credit Ass'n*, 419 N.E.2d 1008, 1012 (Ind. Ct. App. 1981)). "Once the mortgagee establishes its *prima facie* case, the burden shifts to the mortgagor to show that the note has been paid in full or to establish any other defenses to the foreclosure." *Id.* (citing *Id.* at 1012).

[31] Here, the Onove Affidavit and the payment history attached to it demonstrated that Kamara had not made a payment on the Note and the Mortgage since February 1, 2007, and the Notice of Default listed each installment she had failed to pay. *See Appellee's App. Vol. II pp. 53–55, 103–10*. Kamara failed to cure her default as set forth in the Notice of Default, and the Onove Affidavit clearly indicates that Wilmington considered the loan to have been accelerated

in March 2023, when Kamara failed to cure her default. *See id.* at 53–55.

Therefore, we conclude, Wilmington met its burden to establish a *prima facie* case against Kamara, and that burden shifted to Kamara.

[32] Once Wilmington made its *prima facie* showing, the burden shifted to Kamara to come forward with evidence establishing a genuine issue of material fact. She did not. Kamara does not explain why a complete, life-of-loan payment history was necessary for Wilmington to carry its burden, and we are aware of no such requirement. Her assertion that the history is incomplete neither contradicts Wilmington’s designated evidence nor identifies proof that any payment was made. A nonmovant cannot create a genuine issue of material fact merely by asserting that the movant’s records are incomplete; she must designate evidence that specifically controverts the movant’s showing. *See King v. Nat’l Collegiate Student Loan Tr.* 2006-4, 232 N.E.3d 646, 654 (Ind. Ct. App. 2024). Kamara designated no evidence that she was not in breach—no payment records or accounting of her own—and in essence asks this court to infer that Wilmington’s records are unreliable because a full and complete payment history was not provided. Without evidence to support such an inference, we cannot draw it, and we must instead rely upon the uncontested designated evidence.

[33] For the foregoing reasons, we conclude that the trial court properly relied upon the Onove Affidavit to establish that Kamara defaulted on her payment obligations and did not cure her default after receiving notice and an opportunity to cure. We further conclude that Wilmington met its burden on

summary judgment and so the trial court properly resolved the competing motions in favor of Wilmington. We therefore affirm the summary judgment order.

IV. Request for Remand on the Trial Rule 60(B) Motion

[34] Kamara asks that we remand so the trial court may consider her Trial Rule 60(B) motion, filed January 24, 2026, after this court obtained jurisdiction of her appeal. In her Trial Rule 60(B) motion, she relies on alleged new evidence related to loan servicing and transferring. In response, Wilmington argues that Kamara failed to file a verified motion to remand pursuant to Appellate Rule 37(A) and nevertheless even if this court granted Kamara’s request, she would be unsuccessful on remand. *See* Appellee’s Br. pp. 14–15.

[35] Indiana Appellate Rule 37(A) provides a mechanism for an appeal to be stayed or remanded to the trial court any time after this court obtains jurisdiction of the appeal. In pertinent part, the rule requires that “[t]he motion must be verified and demonstrate that remand will promote judicial economy or is otherwise necessary for the administration of justice.” Ind. Appellate Rule 37(A). Kamara failed to file such motion, and therefore, we conclude that remand is not appropriate under the circumstances.

Conclusion

[36] The trial court did not err when it granted summary judgment in favor of Wilmington. We also decline Kamara’s request to remand.

[37] Affirmed.

Vaidik, J., and Altice, J., concur.

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