

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT  
*July Term 2012*

**CHRISTOPHER W. HENDERSON,**  
Appellant,

v.

**LITTON LOAN SERVICING, LP,**  
Appellee.

No. 4D10-1167

[July 18, 2012]

PER CURIAM.

We reverse the final summary judgment of foreclosure entered in this case. Whether the appellee is entitled to enforce the promissory note remains a disputed issue of material fact. In *Harvey v. Deutsche Bank National Trust Co.*, 69 So. 3d 300, 303 (Fla. 4th DCA 2011), we explained that the person entitled to enforce a negotiable instrument such as a note is the “holder of the instrument.” (quoting § 673.3011, Fla. Stat.). A “holder” is the person in possession of the instrument that is payable to bearer or to an indentified person in possession. § 671.201(21)(a), Fla. Stat. “Bearer” means “a person in possession of a negotiable instrument . . . that is payable to bearer **or indorsed in blank.**” § 671.201(5), Fla. Stat. (emphasis added). See also *Riggs v. Aurora Loan Servs., LLC*, 36 So. 3d 932 (Fla. 4th DCA 2010). The note presented in these proceedings does not appear to have an endorsement in blank. Instead, the endorsement is to a specific entity, Wells Fargo, which is not the plaintiff in this case.

*Reversed and remanded for further proceedings.*

WARNER, STEVENSON and GROSS, JJ., concur.

\* \* \*

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Meenu Sasser, Judge; L.T. Case No. 502009CA001464XXXXMB.

Carol Cobourn Asbury, Fort Lauderdale, for appellant.

Andrea Shelowitz and Jason F. Joseph of Gladstone Law Group, P.A.,  
Boca Raton, for appellee.

***Not final until disposition of timely filed motion for rehearing.***