

MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



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IN THE COURT OF APPEALS OF INDIANA

Lester L. Sumrall,

Appellant,

v.

LeSEA, Inc.,

Appellee.

December 19, 2022

Court of Appeals Case No.
22A-PL-45

Appeal from the St. Joseph Circuit
Court

The Honorable John E. Broden,
Judge

Trial Court Cause No.
71C01-1903-PL-84

Brown, Judge.

[1] Lester L. Sumrall (“Sumrall”) appeals the trial court’s August 17, 2020 order granting a motion for summary judgment filed by LeSEA, Inc. (“LeSEA”) regarding its claim of slander of title, the court’s October 18, 2021 order granting LeSEA \$136,721.98 in attorney fees for being the prevailing party in the slander of title action, and the court’s December 9, 2021 order granting LeSEA’s motion for summary judgment with respect to Sumrall’s counterclaim alleging breach of contract. We affirm.

Facts and Procedural History

[2] On May 1, 1966, LeSEA issued 370 bonds for the purpose of providing funds to erect a church in South Bend. The bonds stated in part:

Bethel Temple of LeSea, Inc., of South Bend, Indiana, for value received, hereby acknowledges itself indebted and promises to pay to the bearer hereof, on the first day of May, 1976 . . . \$750 . . . and to pay interest thereon at the rate of six per cent (6%) per annum on the first day of November, 1966, and semi-annually thereafter until the principal shall be fully paid, with interest to maturity, as evidenced by and payable upon presentation and surrender of the interest coupons hereto annexed as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America at the National Bank and Trust Company in the City of South Bend, Indiana.

Appellant’s Appendix Volume II at 202. The bonds stated that “[t]his bond may be called for redemption prior to maturity, as authorized by the resolution authorizing its issuance.” *Id.* At some point, Dr. Lester Frank Sumrall gave his grandson, Sumrall, twelve of these bonds.

[3] On March 29, 2016, Sumrall recorded a Bond Debt (“Bond Debt Notice”) in the St. Joseph County Recorder’s Office, which stated:

NOTICE IS HEREBY GIVEN TO ALL

Reference is made to the following facts.

A. [LeSEA]; The Bond Issuer . . . is headquartered at 530 E. Ireland Road, South Bend, situated in Centre Township, in the County of Saint Joseph, State of Indiana, and is the owner of real property . . . and is indebted by the issuance of financial instruments of the said corporation.

B. Bond Bearer, [Sumrall,] hereby records twelve (12) Church Bonds, Issued by the Debtor in 1966 at 6% Interest Compounding semi-annually. . . . Debt Outstanding **\$172,967.69** . . . is now due and owing;

C. Now, Therefore the Bond Obligation and for valuable consideration received by the Debtor, [Sumrall] claims quiet title and interest now owned or hereafter acquired in and to the Real Property, in and to the following:

I. All buildings, structures, parking areas, landscaping, and other improvements of every nature owned by [LeSEA] now or hereafter situated, erected or placed on the Real Property (hereinafter referred to as the “Improvements”]);

II. All rights, licenses, easements now or hereafter appurtenant to the Real Property and other rights of the Debtor of whatever kind or nature;

III. Any other estate, title or interest in the Real Property or Improvements, to the extent now owned or hereafter acquired by [LeSEA];

IV. All present and future leases, tenancies, occupancies, whether written or oral of the Real Property, the Improvements, or any combination or part thereof (hereafter referred to as “Leases[”], and all income, rents, issues, royalties, profits, revenues, and other benefits of the Real Property and the Improvements, all payments under the Leases, rents and other such entitlements, and all estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity of [LeSEA] of, in and to the same (hereinafter referred to as “Revenues”);

V. Costs, Expenses, and Attorneys’ Fees. The terms, “expenses (including, without limitation, reasonable attorneys’ fees) incurred by Bearer,” costs, and expenses of taking possession of the Real Property, “attorneys’ fees and expenses and similar terms and phrases, shall include, without limitation, support staff, paraprofessional costs, amounts expended in litigation preparation and computerized research, telephone expenses, mileage, depositions, postage, photocopies, process service, and all costs associated with audits, reviews, inspections.

Id. at 37-38.

[4] On March 20, 2019, LeSEA filed a complaint against Sumrall alleging Count I, slander of title, and Count II, declaratory judgment. On May 7, 2019, Sumrall filed an Answer to Plaintiff’s Complaint, Affirmative Defenses, and Counterclaims. Sumrall asserted the following counterclaims: Count I, declaratory relief, Count II, specific performance, and Count III, breach of contract.

[5] On April 22, 2019, LeSEA filed a motion for summary judgment on all of its claims. LeSEA designated a Notice of Release of Lis Pendens filed by Sumrall as the personal representative of the Estate of James H. Murphy recorded in the St. Joseph County Recorder's office on June 9, 2016.¹ LeSEA designated a declaration of Tony Agostino, the chief financial officer of LeSEA, who asserted that, around the time Sumrall filed the Bond Debt Notice and the *lis pendens* notices, LeSEA was in the process of negotiating a multi-million dollar transaction involving the sale of a property in Tulsa, Oklahoma, the "*lis pendens* notices were timed to block the sale of the property and frustrate the transaction as the sale could not be closed without the release of the notices," and LeSEA's counsel had to intervene at LeSEA's expense to cause Sumrall to terminate the *lis pendens* notices. *Id.* at 82.

[6] LeSEA designated a Statement and Notice of Intention to Hold a Lien in the St. Joseph County Recorder's office on November 22, 2017, in which Sumrall claimed a statutory mechanic's lien against LeSEA alleging that he provided building construction and attached a copy of the Bond Debt Notice filed on March 29, 2016. Agostino asserted that, "[d]espite [Sumrall's] sworn Mechanics Lien statement, [Sumrall] has not performed any building

¹ The caption page of the notice listed the following defendants: LeSEA Inc., LeSEA Broadcasting Corporation, LeSEA Global, Feed the Hungry, Inc., LeSEA Broadcasting of South Bend, Inc., LeSEA Broadcasting of Indianapolis, Inc., LeSEA Broadcasting of New Orleans, Inc., LeSEA Broadcasting of Hawaii, Inc., LeSEA Broadcasting of Tulsa, Inc., LeSEA Broadcasting of St. Croix, Inc., LeSEA Educational Broadcasting of Sacramento, Inc., LeSEA Educational Broadcasting of Los Angeles, Inc., and the Estate of Peter A. Sumrall.

construction services on any LeSEA properties,” the City of South Bend would not issue a demolition permit for the building at the Ireland Road property due to the filing of the mechanic’s lien, and LeSEA’s counsel had to intervene at LeSEA’s expense to cause Sumrall to release the mechanic’s lien. *Id.*

[7] LeSEA designated a Motion for Temporary Restraining Order and Preliminary Injunction filed by Sumrall, individually and as the personal representative of the Estate of James H. Murphy, against LeSEA under cause number 71D06-1604-PL-158 (“Cause No. 158”) on November 29, 2017. It also designated a transcript of a December 21, 2017 hearing in Cause No. 158 during which Sumrall stated: “I do have a lien on the property for the bonds that were given to me by my grandfather for the erection of the building, and so, yes, I do have an interest in making sure that the property isn’t sold.” *Id.* at 148-149. The court denied Sumrall’s motion for a preliminary injunction. On January 8, 2018, the court entered an order under Cause No. 158 denying Sumrall’s motion for temporary restraining order and preliminary injunction. The court found that Sumrall lacked standing and had “no ownership or other interest in the Building or surrounding property.” *Id.* at 157.

[8] The designated evidence also reveals that the members of the board of directors of LeSEA approved a resolution approving the sale of real estate at 4728 Fellows Street and 501 Widener Lane in South Bend on February 1, 2019. Agostino asserted that LeSEA accepted an offer of \$135,000 on one of the properties on April 11, 2019, but was unable to close the sale until the Bond Debt Notice was released because it appeared as an exception on the title search

report. Agostino also stated that LeSEA retained the services of Faegre Baker Daniels LLP in March 2019 to secure the release of the Bond Debt Notice.

[9] On April 30, 2019, Sumrall recorded a Release of Bond Debt Notice in the St. Joseph County Recorder's Office. The release stated: "The undersigned, Lester L. Sumrall, hereby RELEASES the Bond Debt Notice recorded against LeSEA Inc. on March 29, 2016 in the Office of the Recorder of St. Joseph County, Indiana, as Document No. 1607346." Appellant's Appendix Volume III at 26.²

[10] On May 22, 2019, Sumrall filed a response and cross-motion for summary judgment. Sumrall designated his affidavit, an affidavit of Ray Slogar, and portions of a deposition of Agostino. In his affidavit, Sumrall asserted that, in connection with giving him the bonds, his grandfather gave him promotional materials of LeSEA for the bonds "which said that they mature 'at any time.'"³ *Id.* at 5. Sumrall asserted that he filed the Bond Debt Notice not as an attempt to slander any title of any real estate owned by LeSEA or to prevent any closing but to give notice that the full faith and credit of LeSEA was pledged to satisfy the principal and interest payments of the bonds. He stated that no one from LeSEA requested him to remove the Bond Debt Notice between March 29, 2016, and March 20, 2019, when the complaint was filed. In his affidavit, Slogar asserted that he had been the chief financial officer at LeSEA, the 1966

² The words "against LeSEA Inc." are handwritten. Appellant's Appendix Volume III at 26.

³ The promotional materials state: "The bonds are in \$1000, \$750, \$500 and \$250 denominations, and arrangements can be made for them to mature at any time." Appellant's Appendix Volume III at 15.

bonds had no expiration date, and LeSEA had paid for the redemption of the 1966 bonds on several occasions throughout the 1980s and 1990s.

- [11] On May 28, 2019, LeSEA filed a Motion to Dismiss Counterclaims pursuant to Ind. Trial Rule 12(B)(6). On March 30, 2020, LeSEA filed a Response in Opposition to Sumrall’s Cross-Motion for Summary Judgment and Reply in Support of Its Motion for Summary Judgment. On April 16, 2020, Sumrall filed an Objection and Response to Motion to Dismiss Counterclaims.
- [12] On August 17, 2020, the court entered an order which in part denied Sumrall’s motion for summary judgment, granted LeSEA’s motion for summary judgment as to Counts I and II, and granted LeSEA’s motion to dismiss Counts I and II of Sumrall’s counterclaims.
- [13] On October 16, 2020, LeSEA filed a Motion for Award of Damages. On December 16, 2020, the court held a hearing. LeSEA’s counsel argued that the court had previously found that Sumrall’s filing and liens on the Bond Debt Notice constituted a slander of title and Ind. Code § 6-32-20-5-2 “now mandates that [LeSEA] be awarded attorney fees.” Transcript Volume II at 18. He requested attorney fees and \$20,000 in punitive damages. Sumrall’s counsel indicated that he believed that this was a matter to be set for an evidentiary hearing, and the court took the matter under advisement.
- [14] On January 15, 2021, the court entered an order indicating that it had reviewed its notes from the hearing and “now regrets not asking additional questions at the time, but the Court does grant [Sumrall’s] request for an evidentiary hearing

and/or additional legal argument on the issue of damages.” Appellant’s Appendix Volume IV at 103. The court accepted the rates charged by LeSEA’s counsel as fair and reasonable and found that Ind. Code § 32-20-5-2 contained mandatory language that the court award attorney fees and costs having found that LeSEA had prevailed in its claim of slander of title. It found that it needed “additional evidence and/or argument as to whether [LeSEA] is entitled to recoup the entirety of their costs in this action or whether any such attorney fees and costs are outside of the scope of the slander of title question thus triggering the ‘American’ rule for a portion of Plaintiff’s fees and costs.” *Id.* at 104. It stated that “the issue of punitive damages is one that [the] Court has remaining questions.” *Id.* The court scheduled an evidentiary hearing for March 5, 2021.

[15] On March 5, 2021, the court held a hearing. Agostino testified that the bonds matured in 1976. He indicated that he became aware of Sumrall’s claim that he possessed certain bonds when LeSEA received notice from the St. Joseph County Recorder’s office that he had filed a bond lien or bond notice.

[16] Agostino testified that Sumrall filed a mechanic’s lien with the St. Joseph County Recorder’s office on November 22, 2017 for an encumbrance on the property even though he had never performed any work for LeSEA that would give rise to such a lien. He stated that the lien was “an attempt to stop us from normal business operations” and a contractor vendor was prevented from obtaining a permit due to the lien. Transcript Volume II at 44. He also testified that Sumrall filed a “temporary restraining order . . . with the Recorder’s office” to prevent LeSEA from demolishing a building. *Id.* at 45. He indicated that the

temporary restraining order was denied or removed following a hearing and Sumrall later filed a release of the mechanic's lien.⁴

[17] Agostino testified that Sumrall also filed three *lis pendens* notices with the St. Joseph County Recorder's Office.⁵ When asked if the *lis pendens* notice applied to the same property that was the subject of the Bond Debt Notice, he answered affirmatively. He indicated that LeSEA attempted to sell properties and the Bond Debt Notice appeared as an exception during a title search.

[18] Sumrall testified that he wanted to be paid for bonds that he had received as an inheritance from his grandfather, he recorded the Bond Debt Notice after he had requested and been denied payment on the bonds, and he was never notified that the mechanic's lien or *lis pendens* notices were preventing a sale. The court took the matter under advisement.

[19] On March 12, 2021, Sumrall filed an Objection and Response to Plaintiffs' Motion for Summary Judgment. On April 6, 2021, the trial court entered an order finding that LeSEA could not have suspended its litigation efforts on May 1, 2019, when the Bond Debt Notice was released, granting LeSEA's request for fees in the amount of \$136,721.98, and denying LeSEA's request for punitive damages. On October 18, 2021, the court entered an Amended Order

⁴ When asked if Sumrall also removed the Bond Debt Notice when he released the mechanic's lien, Agostino answered in the negative.

⁵ Agostino testified that one of the properties "directly related to" LeSEA, another was related to the estate of Peter Sumrall, and another was owned by LeSEA Broadcasting Corporation, which is now owned by Family Broadcasting Corporation. Transcript Volume II at 47.

and Judgment which entered the grant of \$136,721.98 in fees as a “Final Judgment” and ordered that LeSEA “shall have and recover of and from [Sumrall] the sum of” \$136,721.98. Appellant’s Appendix Volume II at 28.

[20] On October 22, 2021, Sumrall filed a Motion to Reconsider Order of October 18, 2021 and to Set a Hearing on Defendant’s Cross Motion for Summary Judgment. Sumrall argued that “[n]either the April 6, 2021 order nor the October 18, 2021 order dispose of all issues as to all parties” and “[n]either order includes the ‘magic language’ from Trial Rule 56(C) that would have converted its otherwise non-final order into a final order.” Appellant’s Appendix Volume IV at 221. He requested that the court vacate the October 18th order and set a hearing on his cross-motion for summary judgment.

[21] On November 1, 2021, Sumrall filed an Amended Motion to Reconsider Order of October 18, 2021 and to Set Status Hearing on Defendant/Counterclaim Plaintiff’s Pending Claim. He asserted that “pending before the court is [his] Counterclaim Count III” and he requested that the court “vacate the October 18 Order set for status hearing on his remaining counterclaim.” *Id.* at 230-231.

[22] On November 5, 2021, the court held a hearing. Sumrall’s counsel argued that the April 5th order addressing the attorney fee issue was not a valid judgment, did not contain the language in Ind. Trial Rule 54 making it an enforceable judgment, and was not a final judgment resolving all issues. He argued that “any proceeding supplemental issued without a valid judgment are [] nullities.” Transcript Volume II at 88. The court stated, “if there is a fully briefed motion

for summary judgment, and it hasn't been ruled upon, then the Court certainly will rule upon it based upon the parties['] written submissions.” *Id.* at 95. The court asked LeSEA’s counsel: “What [do] you think it’s [sic] status is? Do you view it as a fully briefed motion for summary judgment that is ripe for ruling by the Court[?]” *Id.* at 96. LeSEA’s counsel asserted the summary judgment motion was ripe for adjudication. The court took the matter under advisement.

[23] On December 9, 2021, the court entered an order denying Sumrall’s motion to reconsider. The court also indicated it had reviewed the parties’ written submissions on LeSEA’s December 14, 2020 motion for summary judgment as to Count III of Sumrall’s counterclaim. The court denied Sumrall’s request for a hearing on the motion for summary judgment, granted LeSEA’s motion for summary judgment finding that Count III of Sumrall’s counterclaim was time-barred, entered judgment in LeSEA’s favor as to Count III of Sumrall’s counterclaim, dismissed Sumrall’s counterclaim in its entirety, and denied both parties’ request for attorney fees. On May 25, 2022, Sumrall filed an amended notice of appeal listing the August 17, 2020, October 18, 2021, and December 9, 2021 orders.

Discussion

[24] Sumrall argues that: (A) the trial court erred in granting LeSEA summary judgment as to Count III of his counterclaims; (B) the trial court erred in granting summary judgment for LeSEA’s claim of slander of title; and (C) attorney fees were not warranted because his only purpose for filing the Bond

Debt Notice was not to slander title and any attorney fees should have been limited to the fees incurred to remove the Bond Debt Notice.

[25] Summary judgment is appropriate only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Stewart v. TT Com. One, LLC*, 911 N.E.2d 51, 55 (Ind. Ct. App. 2009) (citing Ind. Trial Rule 56(C); *Mangold ex rel. Mangold v. Ind. Dep't of Natural Res.*, 756 N.E.2d 970, 973 (Ind. 2001)), *trans. denied*. All facts and reasonable inferences drawn from those facts are construed in favor of the nonmovant. *Id.* The moving party bears the initial burden of making a prima facie showing there are no genuine issues of material fact and that it is entitled to judgment as a matter of law. *Manley v. Sherer*, 992 N.E.2d 670, 673 (Ind. 2013). Summary judgment is improper if the moving party fails to carry its burden, but if it succeeds, then the nonmoving party must come forward with evidence establishing the existence of a genuine issue of material fact. *Id.* A trial court's grant of summary judgment is clothed with a presumption of validity. *Lowrey v. SCI Funeral Servs., Inc.*, 163 N.E.3d 857, 860 (Ind. Ct. App. 2021), *trans. denied*. The fact that the parties made cross-motions for summary judgment does not alter our standard of review. *Stewart*, 911 N.E.2d at 55. Instead, we must consider each motion separately to determine whether the moving party is entitled to judgment as a matter of law. *Id.*

A. *Count III of Sumrall's Counterclaim*

[26] Sumrall argues the trial court granted LeSEA's motion for summary judgment as to Count III of his counterclaims on the basis that the statute of limitations had expired. He asserts that the bonds have no maturity date and were payable on demand. He contends the lack of a maturity date is a material fact that would determine when presentment of the bonds was required and when the statute of limitations begins to run. He also asserts that several of his cousins redeemed bonds in 1997 or 1998 and Jennifer Lawson redeemed bonds in December 2016 after LeSEA denied redeeming his bonds. He also asserts that, if the bonds matured in 1976 and the statute of limitations ran six years later, then the gift by Dr. Sumrall in 1996 of the bonds would have been worthless.

[27] LeSEA argues that the bonds contain language that they will be payable on May 1, 1976, and that Sumrall's claim for breach of contract was time barred. It asserts that the statute of limitations to enforce any obligation to pay on the bonds expired on May 1, 1982, six years subsequent to maturity.

[28] Ind. Code § 26-1-3.1-118 is titled "Statute of limitations" and 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." The designated evidence reveals that Sumrall filed the Bond Debt Notice on March 29, 2016, almost forty years after the bonds became due on

May 1, 1976. Under these circumstances, we cannot say that the trial court erred in granting LeSEA summary judgment.⁶

B. *Slander of Title*

[29] Sumrall argues the trial court erred in granting summary judgment for LeSEA’s claim of slander of title. He asserts that slander of title requires that a false statement result in pecuniary loss. He contends the court “made no finding that LeSEA suffered any damages of a special, pecuniary nature, but rather awarded LeSEA its attorney’s fees and costs incurred in bringing the slander of title lawsuit pursuant to Indiana Code 32-20-5-2.” Appellant’s Brief at 19. Sumrall also argues that a false statement must be made to establish slander of title and the Bond Debt Notice accurately set forth the terms of the unredeemed bonds. He asserts that he “did not file the Bond Debt Notice to slander title, but to give notice that, as he understood it, the full faith and credit of LeSEA, Inc., including its real estate, was pledged to satisfy the principal and interest payments of the bonds.” *Id.* at 28.

[30] LeSEA argues that the plain language of the Bond Debt Notice demonstrates that it was filed to improperly claim an interest in its property. It asserts that

⁶ To the extent Sumrall contends that LeSEA filed financial statements on February 26, 1986, listing the unredeemed bonds as a deferred liability which defeats LeSEA’s argument that the bonds matured in May 1976, we note that the page cited by Sumrall merely lists “deferred liabilities” as including \$41,607.50 of “bonds payable,” \$9,850 of “life loan,” and \$25,553.59 of “deferred interest due.” Appellant’s Appendix Volume IV at 140 (capitalization omitted). Sumrall does not cite to the record or develop an argument that the deferred liabilities listed in the financial statement related to the bonds issued on May 1, 1966.

the act of filing the Bond Debt Notice claiming an interest in LeSEA's property when not legally entitled to file the lien constitutes a false statement made with sufficient malice.

[31] Ind. Code § 32-20-5-1 is titled "Slander to title; prohibitions" and provides: "A person may not use the privilege of: (1) filing notices under this article; or (2) using the procedures under IC 32-28-13 concerning common law liens; to slander the title to land." Ind. Code § 32-20-1-1 is titled "Construction of article" and provides: "This article shall be liberally construed to effect the legislative purpose of simplifying and facilitating land title transactions by allowing persons to rely on a record chain of title as described in IC 32-20-3-1, subject only to the limitations that are described in IC 32-20-3-2."

[32] Generally, "[t]o demonstrate slander of title, one must prove 'false statements were made, with malice, and that the plaintiff sustained pecuniary loss as a necessary and proximate consequence of the slanderous statements.'" *Bixeman v. Hunter's Run Homeowners Ass'n of St. John, Inc.*, 36 N.E.3d 1074, 1078 (Ind. Ct. App. 2015) (quoting *Display Fixtures Co., a Div. of Stein Indus., Inc. v. R.L. Hatcher, Inc.*, 438 N.E.2d 26, 30 (Ind. Ct. App. 1982)). "A malicious statement is one 'made with knowledge of [its] falsity or with reckless disregard for whether [it is] false.'" *Id.* (quoting *Holland v. Steele*, 961 N.E.2d 516, 525 (Ind. Ct. App. 2012), *trans. denied*).

[33] The designated evidence reveals that Sumrall filed the Bond Debt Notice almost forty years after the bonds became due and well after the statute of limitations

had expired. In the Bond Debt Notice, he asserted that a debt of \$172,967.69 was “now due and owing.” Appellant’s Appendix Volume II at 37. Agostino detailed the other actions Sumrall had taken against LeSEA and asserted that a sale of certain property was unable to close until the Bond Debt Notice was released and that LeSEA retained the services of Faegre Baker Daniels LLP in March 2019 to secure the release of the Bond Debt Notice. *See Freiburger v. Fry*, 439 N.E.2d 169, 174 (Ind. Ct. App. 1982) (“These statements caused the Frys pecuniary loss in the form of attorney fees for this action to quiet title.”). We cannot say that the trial court erred in granting LeSEA summary judgment on LeSEA’s claim of slander of title.

C. *Attorney Fees*

[34] Sumrall cites Ind. Code § 32-20-5-2 and asserts that the trial court did not find that his only purpose for filing the Bond Debt Notice was to slander title to land and the record does not support such a finding. He also argues that, if we affirm summary judgment on the claim of slander of title, then the attorney fees should have been limited to the fees incurred to remove the Bond Debt Notice or those fees prior to the release of the Bond Debt Notice on April 30, 2019.

[35] Generally, the award or denial of attorney fees is “in the exercise of a sound discretion, and in the absence of an affirmative showing of error or abuse of discretion we must affirm [the trial court’s] order.” *Malachowski v. Bank One, Indianapolis, N.A.*, 682 N.E.2d 530, 533 (Ind. 1997) (quoting *Zaring v. Zaring*, 219 Ind. 514, 39 N.E.2d 734, 737 (1942)), *reh’g denied*. We review both the

decision to award attorney fees as well as the amount of the fee, which must be supported by the evidence. *City of Jeffersonville v. Env'tl. Mgmt. Corp.*, 954 N.E.2d 1000, 1013 (Ind. Ct. App. 2011), *trans. denied*. Indiana adheres to the American rule, which states that, in general, a party must pay his own attorney fees absent an agreement between the parties, a statute, or other rule to the contrary. *R.L. Turner Corp. v. Town of Brownsburg*, 963 N.E.2d 453, 458 (Ind. 2012).

[36] Ind. Code § 32-20-5-2 provides in relevant part that, in any action to quiet title to land, if the court finds that “a person has filed a claim only to slander title to land,” the court shall award the plaintiff “all the costs of the action, *including attorney’s fees that the court allows to the plaintiff* . . . and . . . decree that the defendant asserting the claim shall pay to the plaintiff all damages that the plaintiff may have sustained as the result of the notice of claims having been filed for record.” (Emphasis added).

[37] To the extent Sumrall argues that he did not record the Bond Debt Notice only to slander title, in light of the record detailed above, including the filing of the Bond Debt Notice almost forty years after the bonds became due, Sumrall’s assertion that the debt was due and owing, and Sumrall’s other actions, we conclude that LeSEA demonstrated that an award of attorney fees pursuant to Ind. Code § 32-20-5-2 was proper. With respect to his contention that any attorney fees should be limited to the fees incurred to remove the Bond Debt Notice or those fees prior to the release of the Bond Debt Notice on April 30, 2019, we note that he does not develop an argument as to the amount of fees that related to work conducted after the release of the Bond Debt Notice. The

record reveals the court's October 18, 2021 order states that the court had reviewed LeSEA's exhibits and saw no duplication of charges or unwarranted charges. It also stated that it did "not agree that [LeSEA] could have suspended its litigation efforts in this matter on May 1, 2019 when the bond debt notice was released." Appellant's Appendix Volume II at 27. We cannot say that the trial court abused its discretion.

[38] For the foregoing reasons, we affirm the trial court.

[39] Affirmed.

Altice, J., and Tavitas, J., concur.