

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT FEB 27, 2007 THOMAS K. KAHN CLERK

No. 06-15419

Non-Argument Calendar

D. C. Docket No. 04-00054-CV-WLS-6

MICHELLE POPIEL,
JANIE S. MANNING,

Plaintiffs-Appellants,

versus

COMMONWEALTH LAND TITLE INSURANCE COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Georgia

(February 27, 2007)

Before ANDERSON, DUBINA and BARKETT, Circuit Judges.

PER CURIAM:

This is an appeal from the district court's grant of summary judgment in favor of defendant Commonwealth Land Title Insurance Company ("Commonwealth"). The facts of the case are adequately set forth in the district court's order granting summary judgment filed on September 29, 2006.

We review a district court's grant of summary judgment *de novo* applying the same legal standards as the district court. *Fitzpatrick v. City of Atlanta*, 2 F.3d 1112, 1117 (11th Cir. 1993).

After reviewing the record and reading the parties' briefs, we conclude that the district court correctly granted summary judgment in favor of Commonwealth. Although the district court determined that at the time Sinkwich entered into a contract to purchase the property, title to the property was marketable because liens against the property had been satisfied, we need not resolve that issue to affirm the grant of summary judgment. Even if we assume, *arguendo*, that title to the property was found unmarketable, appellants would not be able to recover under the terms of the Commonwealth policy because their own actions caused the loss. According to the exclusions contained in the policy, "risks that are created, allowed, or agreed to by the policy owner" are excluded from coverage. Accordingly, we affirm the district court's grant of summary judgment in favor of Commonwealth.

AFFIRMED.