

Circuit Court for Prince George's County  
Case No. CAEF15-08427

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 623

September Term, 2019

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ERIC LAMAR ENGLISH

v.

BROCK & SCOTT, PLLC

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Nazarian,  
Gould,  
Moylan, Charles E., Jr.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: August 4, 2020

\*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In this appeal from a foreclosure action in the Circuit Court for Prince George’s County, Eric Lamar English, appellant, challenges the court’s final ratification and confirmation of the foreclosure sale. For the reasons that follow, we shall affirm the judgment of the circuit court.

In July 2006, Mr. English obtained from Home123 Corporation (“Home123”) a loan secured by a deed of trust on his residence. Mr. English executed a promissory note in which he promised to pay the amount of the loan, plus interest, to the lender. In the deed of trust, Mr. English granted and conveyed the property to a trustee, in trust, with a power of sale. In January 2013, Home123 filed an “Assignment of Deed of Trust,” in which it granted, assigned, and transferred the deed of trust and note to Wells Fargo Bank, N.A. (“Wells Fargo”), as trustee for Carrington Mortgage Loan Trust, Series 2006-NC4 Asset-Backed Pass-Through Certificates (“Carrington”). The assignment was signed by Joe Loots, “Vice President of Default Management for Carrington Mortgage Services, LLC, Attorney in Fact.”

In January 2014, Mr. English defaulted on the terms of the note. In March 2015, Keith M. Yacko, Robert E. Frazier, Thomas J. Gartner, Jason L. Hamlin, Gene Jung, and Glen H. Tschirigi were appointed as substitute trustees under the deed of trust.<sup>1</sup> The appointment was signed by Elizabeth A. Ostermann, Vice President of Wells Fargo, “as Trustee, for Carrington . . . by Carrington Mortgage Services, LLC as Servicer and Attorney-in-Fact.” On April 7, 2015, the substitute trustees filed the order to docket the

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<sup>1</sup>Brock & Scott, PLLC, appellee, is counsel for the substitute trustees.

foreclosure action. The substitute trustees attached to the order a copy of the note and an affidavit in which Ms. Ostermann affirmed under the penalties of perjury that Wells Fargo, as trustee for Carrington, “is the owner of the loan evidenced by the [n]ote.”

On April 20, 2015, Mr. English moved to dismiss the action on the ground that “no transfer or assignment of deed of trust was created between Home123 . . . and Carrington,” and hence, “no affidavit . . . proving ownership of the debt instrument” was “presented.” In June 2015, the court denied the motion. In October 2017, Mr. English filed a second motion to dismiss the action, in which he contended that “the originating mortgage lender, and others alleged to have ownership of [the] mortgage note and/or Mortgage/Deed of Trust, have unlawfully sold, assigned[,] and/or transferred their ownership and security interest . . . and, thus, do not have lawful ownership or a security interest in” the property. Mr. English further contended that Home123 and Carrington’s “actions in the processing, handling[,] and attempted foreclosure of [the] loan involved numerous fraudulent, false, deceptive[,] and misleading practices, including, but not limited to, violations of State laws designed to protect borrowers.” In February 2018, the court denied the motion. In January 2019, the property was sold. In May 2019, the court issued a “Final Order of Ratification,” in which it “finally ratified and confirmed” the sale of the property.

Mr. English contends that the court erred in issuing the order for two reasons. First, he contends that the substitute trustees “do not have ownership of [the] deed to [the] property,” because the January 2013 assignment of the deed and note and March 2015 appointment of the substitute trustees were signed by attorneys in fact “without a power of attorney or legal representation agreement and without disclosure of likely employment as

[Carrington’s] agent.” But, Mr. English did not raise this issue in his motions to dismiss, and hence, we will not decide the issue. *See* Rule 8-131(a) “[o]rdinarily, the appellate court will not decide [an] issue unless it plainly appears by the record to have been raised in or decided by the trial court”). Also, the Court of Appeals has stated that if a person or entity is in possession of a note, the person or entity “is therefore the holder of the [n]ote, and, as the holder, is a person or entity entitled to enforce it.” *Deutsche Bank v. Brock*, 430 Md. 714, 732 (2013) (citation omitted). Here, the substitute trustees attached to the order docket evidence that they are in possession of the note, and hence, they are entitled to enforce the note.

Mr. English next contends that Home123 engaged in “fraud [and] violations of T.I.L.A., R.E.S.P.A., H.O.E.P.A.[,]<sup>2</sup> and Maryland Law” by “failing to provide [him] with accurate material disclosures required under TILA/HOEPA and . . . fully inform [him] of the pros and cons of adjustable rate mortgages in a language (both written and spoken) that [he could] understand and comprehend.” But, Mr. English does not specify what disclosures Home123 failed to make in violation of federal law, why the disclosures that were made were not accurate or material, what Home123 failed to disclose regarding the advantages and disadvantages of an adjustable rate mortgage, why he was unable to “understand [or] comprehend” that which Home123 disclosed, or what state statutes were allegedly violated. Mr. English’s contention is bald and conclusory, and we “need not consider bald assertions or conclusory statements[.]” *Morris v. Goodwin*, 230 Md. App.

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<sup>2</sup>We assume that Mr. English refers to the federal Truth in Lending Act, Real Estate Settlement Procedures Act, and Home Ownership and Equity Protection Act.

395, 401 (2016) (internal citations, quotations, and brackets omitted). Accordingly, we affirm the court's final ratification and confirmation of the foreclosure sale.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE'S COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**