

Circuit Court for Prince George's County
Case No. CAEF22-28425

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 709

September Term, 2024

ROBERT JONES

v.

CRAIG A. PARKER, ET AL.

Graeff,
Ripken,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Graeff, J.

Filed: June 5, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellees, Craig A. Parker and Thomas K. Kokolis, (“the Substitute Trustees”), filed an order to docket foreclosure in the Circuit Court for Prince George’s County, seeking to foreclose on real property owned by Robert Jones, appellant. Mr. Jones filed pre-sale motions to stay and dismiss, which the court denied. After the property was sold on May 31, 2023, Mr. Jones filed several post-sale motions, which the court denied in an order dated February 26, 2024.

On appeal, Mr. Jones presents the following questions for this Court’s review, which we have rephrased slightly, as follows:

1. Did the circuit court err by failing to hold a hearing on Mr. Jones’ initial motion to stay and dismiss?
2. Did the circuit court err by ruling that Mr. Jones failed to present any evidence of good cause to excuse the timeliness of his subsequent motions to stay and dismiss?
3. Did the circuit court err in denying Mr. Jones’ subsequent motions to stay and dismiss?
4. Did the circuit court err by denying Mr. Jones’ exceptions to the foreclosure sale?

For the reasons set forth below, we shall affirm the judgments of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

On October 25, 2006, Mr. Jones executed two promissory notes and two deeds of trust encumbering residential, real property located at 10620 Brookes Reserve Road in Upper Marlboro (“the Property”). The first note and deed of trust was for \$904,000, and

the second note and deed of trust was for \$226,000. It is the second deed of trust that was the subject of foreclosure and the focus of this appeal.¹

In 2008, Dyck-O’Neal, Inc., (“Dyck-O’Neal) acquired the second loan. Since that time, Mr. Jones made no payments on the loan.

On September 29, 2022, the Substitute Trustees filed an order to docket (“OTD”) in the Circuit Court for Prince George’s County, initiating foreclosure proceedings on the second deed of trust. On December 6, 2022, the Substitute Trustees filed an affidavit of service stating that Mr. Jones was served with the OTD on November 17, 2022.

On December 13, 2022, Mr. Jones, an unrepresented litigant, filed a motion.² The circuit court treated the filing as a motion to stay and dismiss under Md. Rule 14-211. On February 3, 2023, the court denied the motion without a hearing, finding that Mr. Jones failed to state any factual or legal basis to support a valid defense to the right to foreclose.

Mr. Jones requested mediation, which occurred on April 3, 2023. No agreement was reached. On April 24, 2023, the circuit court entered an order allowing the Substitute Trustees to schedule the foreclosure sale, which was set for May 31, 2023.

On May 30, 2023, the day before the scheduled sale, Mr. Jones, through counsel, filed an emergency motion to stay and dismiss the foreclosure proceeding, asserting, among other things: lack of standing by the Substitute Trustees; fraud (alleging that the signature on the note filed with the OTD was inconsistent with the signatures on both deeds

¹ Both deeds of trust were recorded in the Land Records of Prince George’s County. The second deed of trust was recorded at Liber 30896, Folio 278.

² The court construed the motion to allege lack of service of the OTD and fraud.

of trust filed in the land records); and various statutory violations. The Substitute Trustees opposed the motion, stating that the motion was procedurally improper because it was untimely, and it did not comply with the requirements of Md. Rule 14-211(a)(3). On June 23, 2023, the circuit court issued a brief order denying Mr. Jones’ emergency motion.

On May 31, 2023, with no stay in effect, the Property was sold at public auction to Dyck-O’Neal, Inc., the foreclosing mortgagee, for \$226,000, subject to the second deed of trust for the Property. On June 9, 2023, the Substitute Trustees filed the report of sale and other documents certifying the foreclosure sale.

On June 30, 2023, Mr. Jones filed exceptions to the foreclosure sale pursuant to Md. Rule 14-305(d), asserting, among other things: lack of standing by the Substitute Trustees; fraud regarding the signature on the note; and insufficient sale price.³ The Substitute Trustees filed a motion in opposition, arguing that all of Mr. Jones’ arguments, except that regarding the sale price, were barred for post-sale exceptions. Regarding Mr. Jones’ sale price argument, the Substitute Trustees argued that a 27% ratio of value to sale price was not legally insufficient. Moreover, the sale price, plus what remained to be paid on the first note lien (\$457,719.58), was 84% of the assessed value of the Property, which clearly was not insufficient.

On July 21, 2023, approximately three weeks after filing his exceptions, Mr. Jones filed another motion, which he captioned as a “second supplemental” motion to stay and

³ Mr. Jones argued that the sales price of \$226,000 was 27% of the value of the Property, which he alleged the Maryland State Department of Assessment and Taxation determined was \$810,400 as of January 1, 2023.

dismiss and “supplemental” exceptions to the foreclosure sale. He asserted that this motion was based on newly discovered evidence, i.e., that the deed of trust contained in the OTD was “fabricated” and not the same as the deed of trust filed in the land records. On August 7, 2023, the Substitute Trustees filed a response, asserting that the motion to stay and dismiss was untimely as a post-sale motion.

On October 4, 2023, the Substitute Trustees filed a “Lost Note Affidavit.” It stated that the original note to Fremont Investment & Loan dated October 25, 2006, in the amount of \$226,000, had “been misplaced and lost through causes unknown to the undersigned and is presently lost and unavailable after a diligent search by Dyck-O’Neal, Inc. has been made.”

On November 1, 2023, a magistrate held a hearing on Mr. Jones’ exceptions and post-sale motions to dismiss. Mr. Jones testified that the signatures on the deed of trust and note filed in the OTD were not his because he always included his middle initial or roman numeral II after his name, which the documents filed in the OTD did not include. He admitted on cross-examination, however, that his signatures on the motion filed on December 14, 2022, as well as his affidavit and certificate of service filed with his exceptions on June 30, 2023, did not contain these details.

Cory Faulkner, Director of the Bankruptcy and Litigation Department for Dyck-O’Neal, testified that Dyck-O’Neal received a pool of loans from Litton Loan Servicing (“Litton”) in 2008. Litton was the servicer for the initial loan in this case. Dyck-O’Neal contacted Mr. Jones to advise that the loan had been transferred from Litton to them.

Mr. Falkner testified about the Lost Note Affidavit he executed, which attached a copy of the October 25, 2006 note signed by Mr. Jones. He explained that he was unable to obtain the original note from Litton, even though he had requested it, and Litton engaged in “expanded efforts” to find it. Litton had provided Dyck-O’Neal with the deed of trust, along with the copy of the note, which Dyck-O’Neal had filed with the OTD. Mr. Faulkner testified that he had no reason to believe that the note or the deed of trust provided by Litton were not authentic. At the end of the hearing, the magistrate stated that he would generate a recommendation within 10 days.

On November 9, 2023, Mr. Jones filed another motion captioned: “Third Supplemental Motion to Dismiss Foreclosure Proceeding and Request for Hearing (Pursuant to MD Rule 14-211) and Defendant’s Supplemental Exceptions to the Foreclosure Sale and Request for Hearing (Pursuant to Md. Rule 14-305(D)) Based on Newly Discovered Evidence.” The newly discovered evidence alleged was that the Substitute Trustees did not have the note on which they based their foreclosure action.

On November 21, 2023, Mr. Jones filed a “4th Supplemental Motion to Dismiss Foreclosure Proceeding and Request for a Hearing (pursuant to MD Rule 14-211) and Defendant’s Supplemental Exceptions to the Foreclosure Sale and Request for Hearing (pursuant to MD Rule 14-305(D)) Based on Newly Discovered Evidence.” This motion reiterated many of the same arguments raised in the earlier supplemental motions. The Substitute Trustees filed motions in opposition.

II.

Circuit Court’s Rulings

On February 26, 2024, after the magistrate issued a report and recommendation, the circuit court issued a written memorandum and order. It found that Mr. Jones’ motion to dismiss, filed on December 14, 2022, had been denied on February 2, 2023. It found that the motion to stay and dismiss filed on May 30, 2023, had been denied on June 23, 2023.

Addressing the subsequent motions that were before the court, it found that these motions were “untimely filed,” without a showing of good cause to excuse the untimeliness. The court then stated that, even if the motions had been timely filed, it would deny the motions, for multiple reasons. Those reasons included that Mr. Jones did not contest the debt, he acknowledged executing the October 25, 2006 promissory note and deed of trust for \$226,000 in his May 30, 2023 motion, he testified that the signature and initials on the deed of trust attached to the Substitute Trustees’ amended affidavit were his, the Substitute Trustees entered into evidence, without objection, a lost note affidavit, there was no evidence that the deed of trust, note, or affidavit were fabricated, and although Mr. Jones testified that he did not remember taking out a \$226,000 loan, there was evidence that, for more than ten years, Dyck-O’Neal had been trying to collect the debt from Mr. Jones. The court found, based on the record, that Mr. Jones:

executed the aforesaid Note on October 25, 2006, in the principal amount of \$226,000.00 and corresponding Deed of Trust, did not make any payments on said debt and that Defendant failed to prove by clear and convincing evidence fraud, mistake and/or irregularity.

Accordingly, the court denied the motions to dismiss filed by Mr. Jones on July 21, 2023, November 9, 2023, and November 21, 2023.

The court then turned to Mr. Jones’ exceptions to the sale. The court noted that exceptions to a foreclosure sale are limited to procedural irregularities of the sale, and the only challenge in that regard was the sale price of the home. The court stated that, although Mr. Jones alleged that the Property sold for 27% of the fair market value of the Property, Mr. Jones failed to take into account that the Property was sold subject to the first deed of trust, and he failed to introduce any evidence of the fair market value of the Property. It further found that Mr. Jones raised no claim of “any irregularity with particularity as to the procedure of the foreclosure sale.” Accordingly, it found that Mr. Jones failed “to state a meritorious factual or legal basis for th[e] [c]ourt to set aside the foreclosure sale,” and the foreclosure sale was “fairly and properly made and conducted.” The court, therefore, overruled Mr. Jones’ exceptions.

Mr. Jones filed a motion for reconsideration, or in the alternative, a motion to alter/amend judgment and a request for a hearing, which the Substitute Trustees opposed. On May 9, 2024, the circuit court denied the motion.

This appeal followed.

DISCUSSION

I.

Standard of Review

In reviewing a circuit court’s ruling on exceptions to a foreclosure sale, we apply a *de novo* standard of review as to questions of law, “but do not substitute our judgment

for that of the [circuit] court as to findings of fact unless we find them to be clearly erroneous.” *Midaro Invs. 2021, LLC v. Gerzowski*, 268 Md. App. 236, 245 (2025) (quoting *Hood v. Driscoll*, 227 Md. App. 689, 697 (2016)), *cert. denied sub nom., Dominion Props. LLC v. Midaro Invs. 2021*, ___ Md. ___, No. 477, Sept. Term, 2025 (2026). “A factual finding is clearly erroneous if there is no competent and material evidence in the record to support it.” *Id.* (quoting *Hoang v. Hewitt Ave. Assocs., LLC*, 177 Md. App. 562, 576 (2007)).

A motion to dismiss a foreclosure action is governed by Maryland Rule 14-211. A circuit court’s decision to deny a motion to stay a foreclosure sale and dismiss the action under Maryland Rule 14-211 “lies generally within the sound discretion of the trial court.” *Mitchell v. Yacko*, 232 Md. App. 624, 640-41 (2017) (quoting *Anderson v. Burson*, 424 Md. 232, 243 (2011)). We review the circuit court’s denial of a Rule 14-211 motion for an abuse of discretion and review any legal conclusions *de novo*. *Id.* at 641.

II.

December 14, 2022 Motion to Dismiss

Mr. Jones contends that the circuit court erred in denying his December 14, 2022 motion to stay and dismiss without a hearing. He asserts that, under Maryland Rule 14-211(b)(2), “a merits hearing is required if the motion ‘substantially complies’ with the procedural requirements and, on its face, states facts that—if proven true—would support the defenses raised.” Mr. Jones argues that his December 2022 motion raised valid foreclosure defenses, including defective service of process, forged documents in the OTD, and lack

of standing. He contends that, “[d]espite these substantive allegations, the circuit court denied the motion without a hearing,” and therefore, it erred as a matter of law.

The Substitute Trustees contend that the court properly denied the December 14, 2022 motion to dismiss. They argue that, under Maryland Rule 14-211(b), a court shall deny a motion that “does not substantially comply with the requirements of” that rule, and Mr. Jones’ motion did not substantially comply because it did not, on its face, state a valid defense to the validity of the lien or the lien instrument, or to the Substitute Trustees’ right to foreclosure. They argue that the motion failed to state a meritorious factual or legal basis for the court to stay and dismiss the foreclosure sale pursuant to Md. Rule 14-211.

Rule 14-211(a)(3) provides that a motion to stay and dismiss shall:

- (A) be under oath or supported by affidavit;
- (B) state with particularity the factual and legal basis of each defense that the moving party has to the validity of the lien or the lien instrument or to the right of the plaintiff to foreclose in the pending action;
- (C) be accompanied by any supporting documents or other material in the possession or control of the moving party and any request for the discovery of any specific supporting documents in the possession or control of the plaintiff or the secured party;
- (D) state whether there are any collateral actions involving the property and, to the extent known, the nature of each action, the name of the court in which it is pending, and the caption and docket number of the case;
- (E) state the date the moving party was served or, if not served, when and how the moving party first became aware of the action; and

(F) if the motion was not filed within the time set forth in subsection (a)(2) of this Rule, state with particularity the reasons why the motion was not filed timely.

To the extent permitted in Rule 14-212, the motion may include a request for referral to alternative dispute resolution pursuant to Rule 14-212.

Under Maryland Rule 14-211(b)(1), the court may deny the motion, “with or without a hearing,” if it concludes that the motion:

(A) was not timely filed and does not show good cause for excusing non-compliance with subsection (a)(2) of this Rule;

(B) does not substantially comply with the requirements of this Rule; or

(C) does not on its face state a valid defense to the validity of the lien or the lien instrument or to the right of the plaintiff to foreclose in the pending action.

As discussed, the December 2022 Motion stated, in its entirety:

This matter is crazy I called this Craig Parker no answer, no return call. But they have stated they served a affidavit to who. We have 12 cameras, and a no trespassing sign!? How did you serve a human. Nevertheless, I supposedly have a current mortgage with Newrez Loan #[#####] – Phone 8888206474, I have no idea how these people can come to PGC and just demand and try to take someone’s home.

They are cutting and pasting documents. Signature and doing fraud. I motion for Dismissal ASAP. Thank you – Robert Jones

The circuit court denied the motion without a hearing, finding that it failed to state any factual or legal basis to support a valid defense to the right of service to foreclose.

At the time the court denied the motion, the record contained the affidavit of the process server, Dustin Kutz, who swore that he first attempted to serve Mr. Jones on

November 11, 2022, by knocking on his door. After receiving no response, Mr. Kutz made a second attempt to serve Mr. Jones by knocking on his door on November 17, 2022. Again, no one answered, so Mr. Kutz posted a copy of the documents on Mr. Jones’ front door and mailed copies via first class and certified mail to Mr. Jones.

Md. Code Ann., Real Prop. (“RP”) § 7-105.1(5) provides that, if “at least two good faith efforts to serve the mortgagor or grantor . . . on different days have not succeeded,” the plaintiff may serve the mortgagor or grantor by:

(i) Filing an affidavit with the court describing the good faith efforts to serve the mortgagor or grantor; and

(ii) 1. Mailing a copy of all the documents required to be served under paragraph (1) of this subsection by certified mail, return receipt requested, and first-class mail to the mortgagor’s or grantor’s last known address and, if different, to the address of the residential property subject to the mortgage or deed of trust; and

2. Posting a copy of all the documents required to be served under paragraph (1) of this subsection in a conspicuous place on the residential property subject to the mortgage or deed of trust.

Based on the record here, the court did not err in determining that Mr. Jones failed to state a valid defense based on lack of service.

Turning to Mr. Jones’ allegation of fraud, his motion merely stated that “[t]hey are cutting and pasting documents. Signature and doing fraud.” We have previously stated that, to properly raise the defense of fraud, the requirement of particularity:

means that a plaintiff must identify who made what false statement, when, and in what manner (i.e., orally, in writing, etc.); why the statement is false; and why a finder of fact would have reason to conclude that the defendant acted with scienter

(i.e., that the defendant either knew the statement was false or acted with reckless disregard for its truth) and with the intention to persuade others to rely on the false statement.

Buckingham v. Fisher, 223 Md. App. 82, 91 (2015) (quoting *McCormick v. Medtronic, Inc.*, 219 Md. App. 485, 528 (2014)). The circuit court did not err in determining that Mr. Jones’ motion did not meet this standard.

Mr. Jones similarly did not state with particularity any basis for an assertion that the Substitute Trustees did not have standing. The circuit court did not err in denying the December 2022 motion.

III.

Subsequent Motions to Dismiss

Mr. Jones contends that the court erred in denying his May 30, 2023 and July 21, 2023 motions on the ground that they were untimely, asserting that “Maryland law allows belated foreclosure challenges if the movant establishes good cause.” He further asserts that the court erred in allowing foreclosures “instituted upon forged documents,” where “the Substitute Trustees failed to establish standing.”⁴

The Substitute Trustees contend that the circuit court did not err in denying Mr. Jones’ subsequent motions to dismiss. They assert that the motions were untimely, and Mr. Jones failed to establish good cause to permit the consideration of a late filed motion. In any event, they argue that the court properly exercised its discretion in rejecting Mr. Jones’ claims on the merits.

⁴ Mr. Jones does not present his claim of lack of service on appeal.

We begin with the argument that the motions to stay and dismiss filed on May 30, 2023, and afterwards were not timely filed. Md. Rule 14-211(a)(2) provides a specific time for a borrower of an owner-occupied residential property to file such a motion in the circuit court:

In an action to foreclose a lien on owner-occupied residential property, a motion by a borrower to stay the sale and dismiss the action **shall be filed no later than 15 days after the last to occur of:**

- (i) the date the final loss mitigation affidavit is filed;
- (ii) the date a motion to strike postfile mediation is granted; or
- (iii) if post file mediation was requested and the request was not stricken, the first to occur of:

(a) **the date the postfile mediation was held;**

(b) the date the Office of Administrative Hearings files with the court a report stating that no postfile mediation was held; or

(c) the expiration of 60 days after transmittal of the borrower’s request for postfile mediation or, if the Office of Administrative Hearings extended the time to complete the postfile mediation, the expiration of the period of the extension.

Md. Rule 14-211(a)(2)(A) (emphasis added).

Here, the parties participated in foreclosure mediation on April 3, 2023, where no agreement was reached. Mr. Jones filed motions to stay and dismiss on May 30, 2023, one day before the sale, and July 21, 2023, after the Property had already been sold. Both motions were filed well after the 15 days provided by Rule 14-211, and they were not timely filed. Indeed, Mr. Jones does not argue to the contrary.

As Mr. Jones notes, however, “[f]or good cause, the court may extend the time for filing the motion or excuse non-compliance.” Md. Rule 14-211(a)(2)(C). Mr. Jones contends that his May 2023 motion showed good cause because it explicitly stated that he did not have a lawyer “during the critical filing period,” and his July 2023 motion was premised on newly discovered evidence, which should constitute good cause.

The Supreme Court of Maryland, in assessing good cause, has considered and relied on the following definition of good cause:

Substantial reason, one that affords a legal excuse. Legally sufficient ground or reason. Phrase ‘good cause’ depends upon circumstances of individual case, and finding of its existence lies largely in discretion of [the] officer or court to which decision is committed.... ‘Good cause’ is a relative and highly abstract term, and its meaning must be determined not only by verbal context of statute in which term is employed but also by context of action and procedures involved in type of case presented. (Citations omitted).

In re Robert G., 296 Md. 175, 179 (1983) (quoting *Black’s Law Dictionary* 623 (5th ed. 1979)); *see also G. Heileman Brewing Co. v. Stroh Brewery Co.*, 308 Md. 746, 759 (1987).

Here, the circuit court did not abuse its discretion in finding that Mr. Jones did not show good cause to excuse his untimely motions to stay and dismiss. It did not abuse its discretion in denying the motions to stay and dismiss.

IV.

Adequacy of Sales Price

Mr. Jones contends that the court “erred in upholding a foreclosure sale where the price was grossly inadequate.” He asserts that the uncontested valuation of the Property

was \$810,400, but it sold at foreclosure for \$226,000, which is 27% of the fair market value, an “indefensible” sales price.⁵

The Substitute Trustees contend that the court did not err in rejecting Mr. Jones’ exceptions to the foreclosure sale, asserting that the sale price was not so grossly inadequate to shock the conscience of the court. The Substitute Trustees assert that a “‘forced sale,’ by its very nature, will not garner fair market value,” and a foreclosure sale “will not be vacated for inadequacy of price ‘unless it is so grossly inadequate as to shock the conscience of the court.’” (quoting *Garland v. Hill*, 277 Md. 710, 712 (1976)). The Substitute Trustees argue that the Property was sold subject to the unpaid principal balance on another mortgage of \$457,719.48, which combined with the purchase price of \$226,000, constituted consideration paid of \$683,719, or 84% of the assessed value of \$810,400. They state that, “even if the first mortgage was removed from the equation, which it cannot as the first mortgage will need to be paid by the foreclosure purchaser, the purchase price is 28% of the assessed value of the [P]roperty, which easily falls within acceptable percentages based on prior case law.”

Post-sale objections are limited to procedural irregularities at the sale, such as “the advertisement of sale was insufficient or misdescribed the property, the creditor committed

⁵ We agree with Mr. Jones that he was competent to testify that his home was worth \$810,400.00. *Lakewood Eng’g & Mfg. Co. v. Quinn*, 91 Md. App. 375, 389, *cert. denied*, 327 Md. 524 (1992) (noting “the long-standing rule that an owner of property can testify as to its value”). Mr. Jones stated, in his June 30, 2023 Exceptions to Foreclosure Sale, that the fair market value of the Property was \$810,400.00 as of January 1, 2023, and that the Property sold at foreclosure for 27% of the value of the property. Mr. Jones, however, did not testify to this amount.

a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc.” *Bates v. Cohn*, 417 Md. 309, 327 (2010) (quoting *Greenbriar v. Brooks*, 387 Md. 638, 688 (2005)). Mr. Jones’ challenge is to the purchase price.

The Supreme Court of Maryland has previously explained that “mere inadequacy of the purchase price at a mortgage foreclosure sale is not enough to prevent the ratification of the sale, unless it is so grossly inadequate as to shock the conscience of the court.” *Garland*, 277 Md. at 712. “The law is well settled that inadequacy of price alone, unless it indicates fraud, unfairness or some misconduct or mistake for which the purchaser should be held responsible, ordinarily is not a sufficient ground to set aside a sale.” *Fagani v. Fisher*, 418 Md. 371, 393 (2011) (quoting *Pizza v. Walter*, 345 Md. 664, 695 (1997)).

Here, the circuit court stated that Mr. Jones’ calculation did not take into account that the Property was sold subject to the December 25, 2006 mortgage, which included unpaid principal of \$457,719.58. The court found that, given this fact, as well as that Mr. Jones did not allege any irregularity or misconduct that would have impacted that sale price, Mr. Jones failed to state a meritorious basis to set aside the foreclosure sale. It found that the foreclosure sale “was fairly and properly made and conducted.” Based on our review of the record, we cannot conclude that the court abused its discretion in this regard.

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