

Circuit Court for Baltimore County
Case No. 03-C-16-011887

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 0939
September Term, 2020

CLINT A. MCLEAN, ET AL.
v.
KEITH YACKO, ET AL.

No. 0141
September Term, 2021

CHEVERA D. BROWN, ET AL.
v.
WILMINGTON SAVINGS FUND SOCIETY,
FSB, D/B/A CHRISTIANA TRUST, ET AL.

Consolidated

Reed,
Wells,
Zic,

JJ.

Opinion by Zic, J.

Filed: February 15, 2022

* 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.

These consolidated appeals arise out of the foreclosure sale of residential property owned by appellants, Clint A. McLean and Chevera D. Brown, located on Case Road in Baltimore County (“Property”). The substitute trustees, Robert E. Frazier, Gene Jung, Laura D. Harris, Thomas W. Hodge, Thomas J. Gartner, Robert M. Oliveri, David M. Williamson, and Keith M. Yacko (“trustees”) initiated foreclosure proceedings on April 8, 2016 and executed a foreclosure sale on January 12, 2018. Appellants, self-represented litigants, appeal from orders of the Circuit Court for Baltimore County ratifying the sale, awarding judgment of possession, overruling their exceptions to the foreclosure sale, and denying their requests to stay the sale and dismiss the action.

Appellants present the following questions for our review, which we have consolidated and rephrased¹:

¹ The questions, as presented by appellants in their brief in Appeal No. 0939, are:

Issue 1.

- A) Did the [c]ourt err or abuse its discretion to view the authorities presented, timely or in their entirety, by [a]ppellants, causing prejudice on [a]ppellants and benefit [s]ubstitute [t]rustees & [a]ppellees?
- B) Did the [c]ircuit [c]ourt err or abuse its discretion in failing to dismiss the foreclosure action because the Order to Docket is not valid, enforceable, or fundamentally flawed and [a]ppellants['] right to hearing mediation denied?

* * *

Issue 2.

Did the [c]ircuit [c]ourt err or abuse its discretion in conducting a hearing of a case that had been removed to federal court, prior to the hearing, and failing to send all [a]ppellants notice of hearing?

* * *

Issue 3.

Did the [c]ircuit [c]ourt err or abuse its discretion by not dismissing this foreclosure and failing to rule on [a]ppellants['] motions and exhibits including supporting documentation, asserted substitute trustees and appellees are estopped from making factual arguments in this case which are contrary to their prior contentions?

* * *

Issue 4.

Did the [c]ircuit [c]ourt err or abuse its discretion by ratifying the sale of property not properly advertised in the county where it is located, prior to sale?

* * *

Issue 5.

Did the [c]ircuit [c]ourt err in failing to dismiss the foreclosure action because [s]ubstitute [t]rustees and [a]ppellees failed to produce strict proof of standing, ability to conduct business within the State of Maryland and agency agreement throughout the case?

* * *

Issue 6.

Did the [c]ircuit [c]ourt err or abuse its discretion in [g]ranted [a]ppellees['] Motion to Reconsider Dismissing Case?

The questions, as presented by appellants in their brief in Appeal No. 0141, are:

Issue 1.

Did the lower [c]ourt err or abuse its discretion by ratifying a foreclosure sale fraught with fundamental and procedural errors, known to the court?

* * *

Issue 2.

Did the lower [c]ourt err or abuse its discretion in granting [a]ppellees['] motion (Foreclosure Purchaser's Motion for Judgment Awarding Possession), based upon a knowingly

1. Did the circuit court err or abuse its discretion by denying appellants’ pre-sale motions to dismiss the foreclosure action?
2. Did the circuit court err or abuse its discretion by denying appellants’ post-sale motions?

For the reasons set forth below, we shall affirm.

BACKGROUND²

On December 19, 2013, appellants obtained a loan in the amount of \$317,536.00 to purchase the Property. The debt was evidenced by a Promissory Note (“Note”) and secured by a Deed of Trust. As provided in the Deed of Trust, First Home Mortgage Corporation (“First Home Mortgage”) was the lender and Mortgage Electronic Registration Systems, Inc. was a nominee for the lender and the lender’s successors and

fraudulent, misleading, irregular, or manufactured facts or evidence by [a]ppellees?

* * *

Issue [3].

- A) Did the lower [c]ourt[] err or abuse [its] discretion procedurally or otherwise prejudice [a]ppellants?
- B) Did the lower [c]ourt[] err or abuse [its] discretion in Judgment and/or Claim against [a]ppellants in this foreclosure, wrongful by which the foreclosing party purportedly took a beneficial interest in the deed of trust was not merely voidable but void or otherwise void or voidable?
- C) Did the lower [c]ourt[] err or abuse [its] discretion in ratification of an asserted sale, fraught with error or otherwise, on a chain of broken title is a fraudulent chain?

² Appellants filed over 100 motions in the circuit court, many of which were duplicates. We reference only those motions relevant to our analysis of the issues raised on appeal.

assigns and the beneficiary of the trust. First Home Mortgage subsequently transferred the Note by endorsement to SunTrust Mortgage, Inc. (“SunTrust Mortgage”), which serviced the Note.

Appellants failed to make scheduled payments and defaulted on the loan on or about November 2, 2014. A Notice of Intent to Foreclose was sent to appellants on November 30, 2015, advising them that they defaulted on their Note as of November 2, 2014 and that the amount due to cure the default was \$35,567.55. As of April 1, 2016, the total amount outstanding on the loan was \$347,730.35.³

On April 8, 2016, the trustees instituted foreclosure proceedings by filing an Order to Docket in the Circuit Court for Baltimore City.⁴ Although the captions of the pleadings provided that the action was to be filed in the Circuit Court for Baltimore County, through inadvertence, mistake, or error, the Order to Docket was filed in the Circuit Court for Baltimore City rather than the Circuit Court for Baltimore County.

On April 25, 2016, appellants filed a motion to dismiss. The trustees filed a motion for a change of venue, and while that motion was pending, the circuit court granted appellants’ motion to dismiss on June 10, 2016. The trustees subsequently filed a motion to reconsider the order dismissing the action. On September 6, 2016, the court entered an order vacating the dismissal order, transferring the action to the proper venue,

³ The Notice of Intent to Foreclose did not include the total amount outstanding on the loan; however, that amount was included in the Affidavit of Debt and Right to Foreclose Pursuant to Section 7-105.1(e)(2)(ii) and Rule 14-207(b)(2).

⁴ We note that the case file from the Circuit Court for Baltimore City was scanned and uploaded into the docket for the Baltimore County case.

the Circuit Court for Baltimore County, and ordering that the foreclosure mediation be rescheduled.

On November 29, 2016, the foreclosure action was transferred to the Circuit Court for Baltimore County. On May 10, 2017, appellants filed a Motion to Quash the Order of Docket and All Supporting Affidavit or Other Appropriate Relief and Request for Hearing. The court denied appellants' motion on August 1, 2017. On June 12, 2017 appellants filed an Emergency Verified Motion to Dismiss for Improper Service and Motion to Stay Sale and Dismiss Action for Failure to State a Claim and Request for a Hearing. The court denied appellants' motion on August 1, 2017. The Property was sold at public auction on January 12, 2018.

On January 22, 2018, appellants filed a Petition for Review and/or Reconsideration Order to Docket Pursuant to 14-207 and 14-211, which the court denied on August 2, 2018. On January 30, 2018, the trustees filed a Report of Sale and Affidavit of Fairness of Sale and Truth of Report of Sale. On January 30, 2018, the court issued a Notice of Sale. Later, on February 9, 2018, appellants filed: (1) Emergency Motion to Stay Foreclosure Sale; (2) Motion to Stay and Dismiss or in Alternative Summary Judgment; (3) Notice of Fraud on the Court and Motion to Dismiss Plaintiff's Case, Abuse of Discretion, FDCPA/TILA Claim, and Challenge to the Legitimacy of the Foreclosure Procedure, Including Whether the Debt Is Owed, Lien Is Valid, and Whether the Lender Has the Right to Foreclose; and (4) Request for Hearing.

Evidently, due to the voluminous number of outstanding motions and other filings, the circuit court issued an order on March 14, 2019, noting a number of deficiencies to be

resolved prior to ratification of the sale. The deficiencies identified by the court included: (1) a missing “[u]pdated [c]orrect [c]opy of [the] Note” from the file; (2) a loss mitigation affidavit missing an explanation of additional loss mitigation options; (3) missing documentation of defendants’ “Suggestions of Bankruptcy”; and (4) numerous open motions that require rulings.

In response to the court’s order, the trustees submitted a Motion to Cure Deficiencies. As exhibits to that motion, the trustees included an Affidavit Certifying Ownership of Debt Instrument, providing that Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, as owner trustee of the Residential Credit Opportunities Trust III (“purchaser”), was the owner of the loan, a correct copy of the Note, an updated copy of the Final Loss Mitigation Affidavit dated March 28, 2019, and an Affidavit Rebutting Defendants’ Suggestions of Bankruptcy, indicating that Mr. McLean had never filed bankruptcy and Ms. Brown had no active bankruptcy matters.

The trustees also submitted an Omnibus Opposition to Outstanding Motions in the Current In Rem Foreclosure Proceeding. On April 29, 2019, the circuit court granted the trustees’ Motion to Cure Deficiencies, finding that the deficiencies previously identified by the court had been cured. On April 12, 2019, appellants filed Exceptions to the Foreclosure Sale and Additional Motion to Dismiss this Action. Appellants’ exceptions were deemed deficient pursuant to Rule 20-203(d). On April 28, 2019, appellants filed a Motion to Strike Affidavit and Dismiss, which the court denied on May 28, 2019. On September 17, 2020, the court ratified the foreclosure sale. On October 15, 2020, appellants noted Appeal No. 0939.

On February 5, 2021, the purchaser moved for judgment awarding possession. Appellants responded by submitting: (1) motion for declaratory relief and dismissal of the motion for judgment awarding possession; (2) response to the motion for judgment awarding possession; (3) amended response to the motion for judgment awarding possession; (4) second amended response to the motion for judgment awarding possession and request for a hearing; and (5) motion for a “moratorium” and request for a hearing. On March 10, 2021, the circuit court issued an order awarding possession to the purchaser. A notice of recorded judgment was then entered. The court subsequently denied appellants’ motion for declaratory relief and dismissal. The court also denied appellants’ post-judgment motions. Thereafter, appellants noted Appeal No. 0141.

DISCUSSION

Appellants present an overarching challenge to the entirety of the foreclosure proceedings. Appellants’ Amended Informal Brief addresses a vast number of motions and issues in the case, in no chronological order. To the extent that we are able to discern the legal arguments appellants are raising, we have categorized them generally in the following order and shall address them as follows: (1) pre-sale foreclosure challenges, including the transfer of the case to Baltimore County and denial of their requests for dismissal of the foreclosure action and a stay of the sale, and (2) post-sale challenges to the foreclosure sale, ratification of the sale, and judgment awarding possession.⁵

⁵ The trustees request that appellants’ Amended Informal Brief be stricken and the appeal dismissed because appellants’ brief was untimely as it was filed, without leave of

I. THE CIRCUIT COURT DID NOT ERR OR ABUSE ITS DISCRETION IN DENYING APPELLANTS’ PRE-SALE MOTIONS.

Appellants contend that the Circuit Court for Baltimore City erred in failing to dismiss the action and that the case should not have been transferred to Baltimore County. Appellants assert that the Circuit Court for Baltimore County should have dismissed the action because the Order to Docket and foreclosure documents were invalid, the trustees lacked standing to bring the action, and the lender and loan servicer failed to provide them a loan modification to which they believed they were entitled.

A. Transfer of the Case from Baltimore City to Baltimore County

We note as a preliminary matter that appellants’ contention that the Circuit Court for Baltimore City did not have authority to reconsider its decision to dismiss the case and transfer it to Baltimore County because “one trial judge may not modify or overrule an order entered by another trial judge on a matter of law” is without merit.

Rule 14-203(a) provides that a foreclosure action must be brought in the county in which the property subject to the lien is located. In this case, because the Property was located in Baltimore County, the Circuit Court for Baltimore City properly determined that venue was improper in that court. Additionally, Rule 2-327(b) provides that “[i]f a court sustains a defense of improper venue but determines that in the interest of justice the action should not be dismissed, it may transfer the action to any county in which it

court, on March 5, 2021. The trustees are mistaken. Pursuant to this Court’s order of February 5, 2021, granting appellants’ unopposed motion to extend the time for filing their brief until March 5, 2021, appellants’ Amended Informal Brief was timely filed. Accordingly, the trustees’ request is denied.

could have been brought.” Thus, a circuit court has discretion, “in the interest of justice,” to transfer an action to another venue. *See Piven v. Comcast Corp.*, 168 Md. App. 221, 237 (2006) (noting that, pursuant to Rule 2-327(b), the circuit court had discretion to transfer the action to another county, though it opted instead to dismiss the action). “An abuse of discretion is said to occur ‘where no reasonable person would take the view adopted by the trial court, or when the court acts without reference to any guiding rules or principles.’” *Cobrand v. Adventist Healthcare, Inc.*, 149 Md. App. 431, 437 (2003) (quoting *In re Adoption/Guardianship No. 3598*, 347 Md. 295, 312 (1997)).

The trustees argued before the Circuit Court for Baltimore City that the interest of justice was best served by transferring the action to Baltimore County rather than dismissing the case. They pointed out that dismissal of the case in Baltimore City would not bar the refiling of the case in Baltimore County. Moreover, dismissing the case would require the trustees to reissue the Notice of Intent to Foreclose to appellants and delay the refiling of the action for an additional 45 days, during which time interest would continue to accrue on appellants’ loan.

Based on the circumstances of this case, we perceive no abuse of discretion in the decision of the Circuit Court for Baltimore City to transfer this foreclosure action to the Circuit Court for Baltimore County rather than dismiss the action.

B. Challenges to the Lien, Lien Instrument, and Right to Foreclose

Appellants assert that the trustees “engaged in deceptive and predatory conduct as to the loan” and altered, falsified, fabricated, or “robo-signed” the Note, the Deed of

Trust, and “foreclosure documents.” Appellants further argue that the trustees “did not possess the legal right to initiate the foreclosure proceeding under the Maryland Rules.”

In a foreclosure action, a borrower may challenge a foreclosure sale in one of two ways: “[o]ne is a motion to dismiss the foreclosure action or stay or enjoin a threatened sale; the other is to file exceptions to a sale that already has occurred.” *Huertas v. Ward*, 248 Md. App. 187, 201-02 (2020) (quoting *Hood v. Driscoll*, 227 Md. App. 689, 693-94 (2016)). We review a circuit court’s denial of a motion to stay and dismiss a foreclosure sale for an abuse of discretion. *See Burson v. Capps*, 440 Md. 328, 342 (2014). “We will reverse under this standard if we determine that ‘no reasonable person would take the view adopted by the [trial] court[.]’” *Fishman v. Murphy ex rel. Estate of Urban*, 433 Md. 534, 546 (2013) (alterations in original) (quoting *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 418 (2007)).

Motions to stay and dismiss are governed by Rule 14-211, which provides that the motion shall be made under oath or supported by affidavit and “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.” Md. Rule 14-211(a)(3)(A)-(B). Pursuant to Rule 14-211(b)(1), the circuit court “shall deny the motion, with or without a hearing,” if the court concludes that the motion was not timely filed, “does not substantially comply with the requirements of this Rule,” or does not present a facially valid defense to the foreclosure action. (Emphasis added).

Appellants allege, without citing relevant legal authority, that the trustees forged or “robo-signed” the Note, the Deed of Trust, and other “foreclosure documents.” Under

Rule 14-211, all elements of a valid defense, including fraud, must be stated with particularity. *See Buckingham v. Fisher*, 223 Md. App. 82, 91 (2015). “Particularity” in this context requires identification of the person making the statement, the content of the false statement, when it was made and why it was false, in what manner it was made, and why a finder of fact would have reason to conclude that the perpetrator knew that the statement was false or had reckless disregard as to whether it was false and acted with the intention that others rely on the false statement. *Id.* Vague and conclusory allegations will not suffice. *Id.* at 91-92.

With respect to the “redaction” of information in the Note, Deed of Trust, and affidavits included in the Order to Docket, the trustees state that certain financial information was removed in order to comply with Rule 20-201(h), which provides that electronically submitted court papers shall not contain “restricted information.” The trustees also note that the original documents remained available for inspection upon request.

Beyond the redactions of the documents supporting the Order to Docket, appellants fail to offer arguments or evidence to support their allegations of fraud, forgery, and “robo-signing.” We fail to see how the redaction of personal information from the documents filed with the Order to Docket was fraudulent or otherwise prejudiced appellants. Accordingly, we conclude that the circuit court did not err in determining that appellants’ fraud allegations failed to present a facially valid defense to the trustees’ right to foreclose.

Appellants further challenge the validity of the documents supporting the Order to Docket, arguing that SunTrust Mortgage did not own the Note, as claimed in the Order to Docket, and that the trustees had no authority to initiate the foreclosure proceedings.

In Maryland, a party has standing to enforce a promissory note or deed of trust if he or she is “(i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder [i.e., a transferee] or (iii) a person not in possession of the instrument who is entitled to enforce [it as otherwise provided by statute].” *Anderson v. Burson*, 424 Md. 232, 247 (2011) (first alteration in original) (quoting Md. Code Ann., Com. Law § 3-301). A “holder” is “[t]he person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession.” Com. Law § 1-201(b)(21)(i). In *Deutsche Bank National Trust Co. v. Brock*, 430 Md. 714 (2013), the Court of Appeals held that the party in possession of the note was the holder of the note who was entitled to enforce it under the deed of trust. *Id.* at 732.

Section 7-105.1(e) of the Real Property Article provides that “[a]n order to docket or a complaint to foreclose a mortgage or deed of trust on residential property shall” include affidavits setting forth, inter alia, “[t]he date on which the default occurred and the nature of the default” and be accompanied by “[t]he original or a certified copy of the mortgage or deed of trust,” “[a] copy of the debt instrument accompanied by an affidavit certifying ownership of the debt instrument,” and “[i]f applicable, the original or a certified copy of the assignment of the mortgage for purposes of foreclosure or the deed of an appointment of a substitute trustee.” *See* Md. Rule 14-207(b).

In this case, the Order to Docket included a copy of the Deed of Trust Note, supported by an Affidavit Certifying Ownership of Debt Instrument pursuant to Rule 14-207(b)(3), which stated that SunTrust Mortgage “is the owner of the loan evidenced by the Note.” The Note is endorsed by First Home Mortgage to SunTrust Mortgage and then endorsed by SunTrust Mortgage⁶ in blank.⁷ As the entity in possession of the Note at the time of default and the filing of the Order to Docket, SunTrust Mortgage was entitled to enforce the Note as a matter of law. As the entity in possession of the Note, SunTrust Mortgage also had the authority to appoint substitute trustees.

The authority to appoint substitute trustees, and the authority of those trustees to enforce the lien on appellants’ Property, originated in the Deed of Trust. “The deed of trust cannot be transferred like a mortgage; rather, the corresponding note may be transferred, and carries with it the security provided by the deed of trust.” *Svrcek v. Rosenberg*, 203 Md. App. 705, 723 (2012) (quoting *Anderson*, 424 Md. at 246). Once the note was transferred to SunTrust Mortgage, the Deed of Trust that secured the Property was also transferred. *See Deutsche Bank*, 430 Md. at 728 (“[O]nce the note is transferred, ‘the right to enforce the deed of trust follow[s].’” (second alteration in original) (quoting *Svrcek*, 203 Md. App. at 727)).

⁶ SunTrust Mortgage subsequently endorsed the Note “in blank.” The trustees assert that the purchaser is in possession of the original executed Note endorsed “in blank.”

⁷ Pursuant to Commercial Law § 3-205(b), where an instrument is endorsed “in blank,” it “becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.”

Here, the Deed of Trust provided that the “Lender, at its option . . . may remove Trustee and appoint a successor trustee.” As evidenced by the Deed of Appointment of Substitute Trustees, dated March 23, 2016, SunTrust Mortgage did lawfully appoint

Robert E. Frazier, Gene Jung, Laura D. Harris, Thomas W. Hodge, Thomas J. Gartner, Robert M. Oliveri, David M. Williamson and Keith M. Yacko as Substitute Trustees, with full power and authority to execute all powers and duties vested in the Trustee under the provisions of the Deed of Trust.

Accordingly, SunTrust Mortgage, as the holder of the Note, had authority to appoint Mr. Yacko and the other individuals as substitute trustees to enforce the Deed of Trust and initiate the foreclosure proceedings.

C. Appellants’ Requests for Mediation and Loss Mitigation

Appellants contend they were entitled to a stay or dismissal of the foreclosure proceedings because they were denied a “mediation of merits” and loss mitigation options, including a loan modification. The trustees respond that appellants were offered mediation and as a result of appellants’ dilatory efforts, their request for mediation was stricken by the court. The trustees assert that appellants did not have an absolute right to loss mitigation or loan modification and they failed to avail themselves of any available loss mitigation options by not attending mediation or supplying documents required to pursue loss mitigation.

Here, the Final Loss Mitigation Affidavit was filed with the Order to Docket on April 8, 2016 and sent to appellants on April 18, 2016. Appellants submitted a request for mediation on April 25, 2016. Foreclosure mediation was scheduled for June 22,

2016, continued to October 18, 2016, and further continued on that date due to the transfer of the case to Baltimore County.

In the Circuit Court for Baltimore County, the mediation was rescheduled to February 6, 2017. Appellants requested a further postponement due to a change in servicer and investor, which the circuit court denied. On January 27, 2017, appellants requested that the Office of Administrative Hearings reconsider its decision to deny the postponement, which was denied. Following appellants' notice of removal to the U.S. District Court for the District of Maryland, the mediation was further postponed.

On March 29, 2017, the trustees filed a motion to strike appellants' mediation request, arguing that appellants had sought multiple postponements of the mediation in an effort to delay, hinder, and abuse the foreclosure process. The trustees' motion to strike was granted on May 5, 2017.

The record reveals that even before initiating foreclosure proceedings on April 8, 2016, SunTrust Mortgage offered appellants a "trial" loan modification program. Appellants, however, failed to make the trial modification payment that was due on February 1, 2016. SunTrust Mortgage had advised appellants that their loan modification would not become permanent unless they made all required trial payments within the month that the payments were due.

Under Rule 14-211(a)(3)(B), "[t]he failure to grant loss mitigation . . . may be a defense to the right of the [plaintiff] to foreclose in the pending action." *Bates v. Cohn*, 417 Md. 309, 319 (2010) (first alteration in original). In order to prevail, the defaulting borrower must set forth good cause why loss mitigation should have been granted. *Id.*

Appellants failed to articulate any specific reasons showing good cause why they were entitled to loss mitigation or how their requests for loss mitigation would have been evaluated differently had they participated in mediation. The record shows that appellants had multiple opportunities to participate in mediation, which they repeatedly delayed and postponed. Appellants also failed to comply with the pre-foreclosure program offered to them. We perceive no abuse of discretion in the circuit court’s granting of the trustees’ motion to strike appellants’ request for mediation.

Appellants assert that, by failing to offer them a loan modification plan, the trustees violated a number of federal laws, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, Real Estate Settlement Procedures Act of 1974, Regulation X, and the Home Affordable Modification Program. Appellants also contend that SunTrust Mortgage failed to follow the regulations imposed by the Department of Housing and Urban Development (“HUD”) with respect to pursuing loss mitigation measures prior to the foreclosure sale.

Appellants, however, fail to explain how the federal statutes and regulations they have cited were violated. They argue various violations of loss mitigation measures, but they offer no evidence suggesting that the loan was subject to loss mitigation requirements.⁸ This Court is not required to search the record for facts to support a party’s position or search for applicable law. *See Ruffin Hotel Corp. of Md. v. Gasper*,

⁸ The trustees contend that appellants failed to provide any documentation supporting their claim for loss mitigation programs, if available, and that when HUD sold appellants’ loan in December 2016, it released the Federal Housing Administration guarantee.

418 Md. 594, 618 (2011) (noting that “appellate courts cannot be expected to either (1) search the record on appeal for facts that appear to support a party’s position, or (2) search for the law that is applicable to the issue presented”). We conclude that appellants failed to supply sufficient evidence and legal support to meet their burden of proof as to the violations of federal law they alleged warranted a stay of the foreclosure sale.

II. THE CIRCUIT COURT DID NOT ERR OR ABUSE ITS DISCRETION IN DENYING APPELLANTS’ POST-SALE MOTIONS.

A. Circuit Court’s Jurisdiction to Conduct the June 5, 2019 Hearing

Appellants contend that the circuit court abused its discretion in conducting a hearing on June 5, 2019 because the court was without jurisdiction to do so as the case had been removed to federal court. Appellants, however, fail to cite to a notice of removal in the record that supports their contention.

The record reveals that on January 12, 2017, appellants filed a notice of removal of the case to the U.S. District Court for the District of Maryland. On April 4, 2017, the trustees filed a motion to strike appellants’ notice of removal and reinstate the case to the circuit court docket, arguing that appellants had not filed the notice of removal in the federal court and that the case had not, in fact, been removed. On April 27, 2017, the court granted the trustees’ motion to strike the notice of removal and reinstate the circuit court case.

On June 5, 2019, the circuit court held a show cause hearing to address appellants’ numerous outstanding motions. Ms. Brown was present at the hearing. She argued that the court was without jurisdiction to conduct the hearing because the matter had been

removed to federal court and she presented a notice of removal. Based on Ms. Brown’s representation that the case had been removed, the court denied appellants’ outstanding motions as moot.

Appellants’ challenge to the circuit court’s jurisdiction to conduct the hearing on June 5, 2019 is without merit. Because there was no notice of removal pending in the federal court at the time of the June 5, 2019 hearing, the circuit court had jurisdiction over the matter to conduct a hearing on appellants’ outstanding motions, though we note that appellants did not avail themselves of the opportunity to argue the merits of their motions to the court.

B. Appellants’ Exceptions to the Foreclosure Sale

Appellants contend that the circuit court abused its discretion in ratifying the foreclosure sale because the trustees “secretly” advertised the foreclosure sale in Baltimore City rather than Baltimore County.

Following a foreclosure sale, a borrower’s right of redemption ends, and a borrower may file exceptions but only on the basis of procedural irregularities in the conduct of the foreclosure sale. *Jones v. Rosenberg*, 178 Md. App. 54, 69 (2008). Typical procedural irregularities include insufficient advertisement of sale, misleading description of the property, fraud committed by the creditor by preventing or chilling the bidding process, and challenges to price. *Id.* The debtor filing the exceptions “bears the burden of showing that the sale was invalid[] and must show that any claimed errors caused prejudice.” *Burson v. Capps*, 440 Md. 328, 343 (2014) (quoting *Fagnani v. Fisher*, 418 Md. 371, 384 (2011)). We presume “that the sale was fairly made, and that

the antecedent proceedings, if regular on the face of the record, were adequate and proper.” *Burson*, 440 Md. at 342 (quoting *Fagnani*, 418 Md. at 384).

As far as we can tell, appellants contend that the advertisement for the foreclosure sale failed to comply with the notice requirements of Rule 14-210(a) because it appeared in a section of the newspaper advertising properties in Baltimore City. Appellants contend that the trustees attempted to “cover [their] tracks” by “republish[ing]” the notice in the section of the newspaper pertaining to Baltimore County after the sale occurred. Appellants’ argument is without merit.

Rule 14-210(a) requires that prior to foreclosure, the time, place, and terms of the sale shall be published “in a newspaper of general circulation in the county in which the action is pending at least once a week for three successive weeks.” According to the Publisher’s Affidavit submitted with the Notice of Sale, the advertisement for the foreclosure sale of the Property located at 2023 Case Road in Baltimore County appeared in *The Daily Record* on December 27, 2017, January 3, 2018, and January 10, 2018. The Property was sold at foreclosure on January 12, 2018.

The advertisement of the foreclosure sale complied with the requirements of Rule 14-210(a). The Rule specifies only that an advertisement for sale must be placed in a newspaper of general circulation; it does not specify that the advertisement of the foreclosure sale must be included in a particular section of the newspaper pertaining to the county where the property is located. The Publisher’s Affidavit filed on February 23, 2018 did not demonstrate a “republishing” of the notice of sale; it provided notice that

the Property had been sold at foreclosure and that the sale would be ratified 30 days from the date of the notice.

Moreover, appellants fail to show that they suffered any prejudice from the placement of the advertisement in the section of the newspaper where the advertisement appeared. Absent a showing of prejudice, appellants cannot prevail on a challenge to the ratification of the foreclosure sale. *See Burson*, 440 Md. at 343. Because appellants fail to demonstrate any procedural irregularities in the sale, the circuit court did not err in overruling the exceptions and ratifying the sale.

C. Appellants’ Challenge to the Judgment Awarding Possession

Appellants contend that “[t]he entire foreclosure [and] the ultimate sale [are] fraught with fundamental errors that cannot be ignored by the Court as the errors have led to an invalid foreclosure proceeding [and] ultimate sale.” Appellants explain that they “challenge the right to foreclose [and] the validity of the debt.”

“[A] purchaser of property at a foreclosure sale may be entitled to seek possession of that property when the sale is ratified by the [c]ircuit [c]ourt.” *Empire Props., LLC v. Hardy*, 386 Md. 628, 651 (2005). Pursuant to Rule 14-102(a), a “purchaser or a successor in interest who claims the right of immediate possession” and “is entitled to possession” of real property purchased at a foreclosure sale, “may file a motion for judgment awarding possession of the property” where “the person in actual possession fails or refuses to deliver possession.” Under that Rule, a purchaser seeking a judgment of possession “must show that (1) the property was purchased at a foreclosure sale, (2) the purchaser is entitled to possession, and (3) the person in possession fails or refuses to

relinquish possession.” *G.E. Cap. Mortg. Servs., Inc. v. Edwards*, 144 Md. App. 449, 457 (2002).

Appellate review of an order granting or denying possession is limited in scope. *See Manigan v. Burson*, 160 Md. App. 114, 119 (2004) (holding that a party may not raise issues in an appeal of an order granting possession that could have been properly raised in a motion to stay or dismiss a foreclosure or in timely filed exceptions). “The appeal must pertain to the issue of possession . . . and may not be an attempt to relitigate issues that were finally resolved in a prior proceeding.” *Id.* After a circuit court has ratified a foreclosure sale, “objections to the propriety of the foreclosure will no longer be entertained.” *Id.* at 120.

In their brief challenging the possession order, appellants repeat arguments they raised in their previous motion to dismiss the foreclosure action and exceptions to the sale, and they present issues that either were raised or could have been raised prior to the ratification of the foreclosure sale. Appellants fail to provide any explanation for their failure and refusal to vacate the premises and deliver possession of the Property to the purchaser. Because appellants fail to present a meritorious defense to the purchaser’s right to obtain possession of the Property, we conclude that the circuit court did not abuse its discretion in granting the purchaser’s motion for judgment of possession.

**JUDGMENTS OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANTS.**