Circuit Court for Prince George's County
Case No. CAEF18-00132

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1247

September Term, 2019

TERRY D. QUATTLEBAUM, et al.

v.

LAURA H.G. O'SULLIVAN, et al.

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

JJ.

PER CURIAM

Filed: December 17, 2020

In this appeal from a foreclosure action in the Circuit Court for Prince George's County, Terry D. Quattlebaum (hereinafter "Terry") and Anna M. Quattlebaum, appellants, challenge the court's overruling of a post-sale exception, denial of a "Request for Appropriate Relief" (hereinafter "request for relief"), denial of a "Motion for Leave to File Response to [Appellees'] Motion for Protective Order" (hereinafter "motion for leave"), and ratification of the sale. For the reasons that follow, we shall affirm the judgments of the circuit court.

In January 2008, appellants obtained from Dell Franklin Financial a loan secured by a deed of trust on their property at 6970 Hanover Parkway, Unit 101, in Greenbelt. Appellants executed a promissory note in which they promised to pay the amount of the loan, plus interest, to the lender. The note further stated: "Any principal and interest remaining on the 1st day of February, 2038, will be due on that date." The note was subsequently indorsed by Countrywide Bank, F.S.B., and Bank of America, N.A. (hereinafter "Bank of America"). In the deed of trust, appellants granted and conveyed the property to a trustee, in trust, with a power of sale.

In January 2012, Terry filed in the United States Bankruptcy Court for the District of Maryland a petition for relief under Chapter 7 of Title 11 of the U.S. Code. In May 2012, the Bankruptcy Court granted Terry a discharge, and decreed that Terry's estate "has been fully administered" and "the Chapter 7 case . . . is closed." In August 2012, the deed of trust was assigned to Bank of America.

In September 2015, appellants defaulted on the terms of the note. In December 2015, Terry filed in the Bankruptcy Court a motion to reopen his bankruptcy case "in order

to bring, among other things, a lien avoidance action against Bank of America." In February 2016, the Court denied the motion on the ground, among others, that "unless the lien was avoided or altered during the bankruptcy case – which did not occur here – the creditor's lien rights against the property survive the discharge, giving rise to the adage that liens pass through bankruptcy unaffected." (Internal citation and quotations omitted.)

In October 2017, appellees[1] were appointed as substitute trustees under the deed of trust. In January 2018, appellees filed an order to docket the foreclosure action. Appellees attached to the order a copy of the note and an affidavit in which Magda Awad, "Default Supervisor-Foreclosure," affirmed under the penalties of perjury that Bank of America "is the owner of the loan evidenced by the [n]ote."

Appellants subsequently moved to stay and dismiss the action on the grounds that the "property [was] abandoned" and "the legal title . . . is disputed." In February 2018, appellants filed against appellees, Bank of America, and other parties a "counterclaim" for quiet title. The court subsequently denied the motion to stay and dismiss. Appellants then filed an amended motion to stay and dismiss. In March 2018, the court struck appellants' counterclaim and denied the amended motion to stay and dismiss. In April 2018, appellants moved for leave to amend the motion to stay and dismiss, and filed a second amended motion to stay and dismiss. In May 2018, appellants submitted to appellees interrogatories, moved for "court screening," and moved to join the foreclosure action with their

[1]Appellees are Laura H.G. O'Sullivan, Chasity Brown, Rachel Kiefer, and Michael T. Cantrell.

counterclaim. The court subsequently denied the motions. In July 2018, appellants moved for sanctions for "failures of discovery." The court subsequently denied the motion. In August 2018, appellants again moved for sanctions. The court again denied the motion.

On January 10, 2019, appellants again moved to dismiss. On January 15, 2019, the court scheduled a motions and show cause hearing for January 31, 2019. On that date, appellees filed a "Motion for Protective Order," in which they contended that appellants "have submitted a series of baseless filings, repeatedly raising the same or similar issues," and that the "filings . . . have unnecessarily frustrated, delayed, and hindered administration of this action." The court subsequently held the hearing, at which appellants appeared and presented argument against the motion. Following argument, the court denied appellants' motion to dismiss. The court also granted appellees' motion for a protective order, and ordered that appellants "shall not file, and the Clerk of the Court shall not accept for filing, any pleadings in this proceeding challenging the validity of the subject deed of trust, the reported sale[,] and order of ratification of sale, without first obtaining an order of [the] Court granting [appellants] leave to make such filing."

In February 2019, appellants filed the motion for leave. On April 30, 2019, the property was sold. In May 2019, appellants filed, apparently in violation of the protective order, the post-sale exception and request for relief, in which appellants requested, on numerous grounds, that the court "set aside [the] foreclosure sale and dismiss[] this action with prejudice." On July 19, 2019, the court issued an order in which it overruled the post-sale exception and denied the request for relief. The court also issued a second order in

which it denied the motion for leave. On July 25, 2019, the court issued an order in which it ratified and confirmed the sale.

Appellants first contend that appellees were required to file the action within three years of the May 2012 discharge of Terry by the U.S. Bankruptcy Court, and hence, the foreclosure action is barred by the statute of limitations. We disagree. The Court of Appeals has stated that, unlike a claim for monetary damages based on a breach of a promissory note or deed of trust, "there is no Statute of Limitations in Maryland applicable to [the] foreclosure of mortgages[.]" *Cunningham v. Davidoff*, 188 Md. 437, 444 (1947). Hence, appellees were not barred by a statute of limitations from filing the foreclosure action.

Appellants next contend that, for numerous reasons, the court "abuse[d] its . . . discretion . . . to deny, overrule[,] and prejudice [appellants'] defense." Appellants' argument, which is confusing and frequently incoherent, contains a large number of bald and conclusory allegations, but no "clear concise statement of the facts material to a determination of the question[] presented" as required by Rule 8-504(a)(4). The two allegations most commonly raised by appellants are the contentions that they raised in their initial motion to stay and dismiss, specifically that Bank of America does not have standing, and that the property was somehow "abandoned to" appellants in May 2012. We disagree with both allegations. 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, appellees attached to the order to docket evidence

that they are in possession of the note, and hence, they are entitled to enforce the note. Also, the Bankruptcy Court made clear to appellants that because Bank of America's lien was not avoided or altered during the bankruptcy case, its lien rights against the property survived the discharge. Hence, Bank of America did not "abandon" the property.

Finally, appellants contend that the court erred in denying the motion for leave because they were "not given [an] opportunity to respond" to appellees' motion for protective order before the court granted the motion. We disagree. The transcript of the January 31, 2019 hearing clearly reflects that appellants were given an opportunity to respond to appellees' motion before the court granted the motion. Hence, the court did not err in denying the motion for leave.

JUDGMENTS OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANTS.