

Circuit Court for Prince George's County
Case No. CAEF17-08904

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1397

September Term, 2017

LINDA BRADLEY

v.

STEVEN K. EISENBERG, *et al.*

Woodward, C.J.,
Leahy,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 9, 2018

*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.

On April 6, 2017, the substitute trustees, appellees,¹ filed an order to docket foreclosure in the Circuit Court for Prince George’s County seeking to foreclose on real property owned by Linda Bradley, appellant. Bradley requested post-file mediation with the Office of Administrative Hearings (OAH) and a mediation was scheduled for July 26, 2017. On July 31, 2017, the OAH filed a report with the circuit court indicating that Bradley had “refused to sign the Foreclosure Agreement to Mediate and participate in the mediation” and, therefore, that the results of the mediation would be “entered as a homeowner failure to appeal.”

On August 10, 2017, Bradley filed a motion to stay or dismiss the foreclosure case. In that motion, Bradley contended that she had made “all reasonable efforts” to participate in the mediation and that she was “unaware of [the] formal mediation process.” She also made several conclusory claims regarding the validity of the debt and stated that she had planned to address those claims with the substitute trustees at the previous mediation. Therefore, she requested a “dismissal and/or an emergency stay allowing [her] a chance to attend mediation to clarify outstanding issues and attempt to tender payment.” She further indicated that the motion “reaffirm[ed] [her] attempt to remedy through mediation.” The circuit court denied Bradley’s motion without a hearing on the grounds that: (1) it was not under oath or supported by affidavit; (2) failed to state with particularity the factual and legal basis for each defense that [she] ha[d] to the validity of the lien or the lien instrument

¹ The substitute trustees are Steven K. Eisenberg and Paul J. Moran.

or to the right of [appellees] to foreclose;” and (3) the record indicated she had an opportunity to participate in mediation but refused to do so.

On appeal, Bradley asserts that the circuit court abused its discretion in denying her motion to stay or dismiss the foreclosure action. Bradley does not claim, as she did in the circuit court, that a stay or dismissal should have been granted because she was unable to participate in a mediation. Rather, her sole contention is that appellees have “no standing to foreclose . . . as there [is] no valid Note upon which to declare a default.” Specifically, Bradley asserts that she did not execute the note or deed of trust; did not “benefit from the issuance of the loan proceeds;” was unemployed in 2007 and “could not [have] qualified for a mortgage loan of any kind;” and “was the victim of identity theft.”

As an initial matter, most of Bradley’s contentions, including her claims of unemployment and identity theft, were not raised in her motion to stay or dismiss. Therefore, they are not preserved for appellate review. *See* Maryland Rule 8-131(a). In fact, there was only one instance in the motion to stay where she arguably raised the issue that she now raises on appeal, specifically her statement that “she never had a mortgage with the alleged Bayview Loan Servicing and M&T Mortgage.” However, this statement does not clearly allege that Bradley did not execute the note and deed of trust. Instead, because the promissory note was executed in favor of Washington Mutual Bank, it appears that Bradley was only claiming that she did not take out the loan with Bayview Loan Servicing or M&T Mortgage. Moreover, at other points in the motion Bradley appeared to make contradictory allegations regarding the existence of the loan, stating that there was a variance in her monthly billed invoice between “the amount owed monthly and [the]

current indebtedness” and requesting a chance to mediate the case to “attempt to tender payment.”

In any event, even if we assume that this statement raised a general challenge to the validity of the note and deed of trust that would affect appellees’ right to foreclose on the property, the motion did not “state with particularity the factual and legal basis” for that defense or include “any supporting documents” as required by Rule 14-211(a)(3). *See Buckingham v. Fisher*, 223 Md. App. 82, 91-92 (2015) (“[P]articularity [under Rule 14-211] means that each element of a defense must be accompanied by some level of factual and legal support. General allegations will not be sufficient to raise a valid defense requiring an evidentiary hearing on the merits.”). Consequently, the trial court did not abuse its discretion in denying her motion to stay.

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