UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1468

September Term, 2013

DIANE BAKLOR

v.

LAURA H. G. O'SULLIVAN ET AL.
TRUSTEES

Zarnoch,
Reed,
Kenney, James A., III
(Retired, Specially Assigned),

JJ.

Opinion by Kenney, J.

Filed: August 24, 2015

Appellant, Diane Baklor, filed post-sale exceptions to the foreclosure sale of her property in the Circuit Court for Baltimore City. When her exceptions and a motion for reconsideration were denied by the circuit court, she filed this timely appeal. She raises two questions, which we have consolidated and rephrased as follows:

Did the circuit court err or abuse its discretion in denying her Motions for Post-Sale Exceptions and Motion to Reconsider Ratification of the Sale?

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

FACTUAL AND PROCEDURAL BACKGROUND

On July 19, 2007, Ms. Baklor purchased Unit 303, 2772 Lighthouse Point East in Baltimore, Maryland ("the Property"), with $280,000.00 borrowed from lender/servicer, IndyMac Bank, F.S.B. ("IndyMac"), a division of OneWest Bank, F.S.B. ("OneWest"), that was secured by a Deed of Trust.[1] On July 1, 2011, the beneficial interest in the Property under the Deed of Trust was assigned to OneWest.

On July 20, 2011, appellees, Laura H.G. O'Sullivan, Erin M. Brady, Diana C. Theologou, Laura L. Latta, and Abby Moynihan were appointed substitute trustees ("Substitute Trustees"). In March 2011, Ms. Baklor defaulted on her loan, and on April 16 of that same year IndyMac sent her a Notice of Intent to Foreclose with an enclosed Loss Mitigation Application and contact information for Maryland HOPE Housing Counseling Services.

[1] Mortgage Electronic Registration System (MERS) acted as the beneficiary under the instrument and the sole nominee for the lender and the lender's successors and assigns.

On November 16, 2011, she was notified that she could not be considered for loan modification because the Property was "non-owner occupied."[2] The Substitute Trustees filed an order to docket the foreclosure on March 29, 2012. On April 4 and 5, 2012, service of the Notice of Foreclosure Action, a Request for Foreclosure Mediation, and a Final Loss Mitigation Affidavit was attempted on Ms. Baklor, but no contact was made. On May 16 and 24, 2012, a Notice to Occupants of Foreclosure Action was mailed to warn them that a sale of the Property would be held on June 1, 2012.

Federal Home Loan Mortgage Corporation purchased the Property at the first sale for $175,000.00, and the Report of Sale was filed on June 7, 2012. The court, however, denied ratification of that sale due to the Substitute Trustees' failure to comply with the requirements of Maryland Code (1974, 2010 Repl. Vol.) § 7-105.9(b)(1) of the Real Property

[2] It appears that the Property was not occupied by Ms. Baklor and was occupied by tenants. The Deed of Trust between Ms. Baklor and IndyMac stated that the "Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control." There is no indication in the record that the lender had consented to the Property being rented, or that "extenuating circumstances" beyond her control existed, but at some point, the lender and the Substitute Trustees became aware of tenants occupying the Property.

Article ("R.P.")[3] and Maryland Rule 14-209(c),[4] which require that timely notice of the foreclosure action be sent to all the occupants of the Property.

On August 20, 2012, the Substitute Trustees filed a Consent Motion to Reconsider the Order Denying Ratification, signed by the former tenants, who stated that they were aware of the foreclosure action and intended to vacate the Property at the termination of their lease on October 15, 2012. On September 13, 2012, the court entered an Order Denying Motion to Reconsider Order Denying Ratification, and on September 26, 2012, the Substitute Trustees filed a Motion to Strike Report of Sale and Rescind Sale and to Re-Set Foreclosure Sale. That motion was granted on November 2, 2012, and the sale was re-set for February 22, 2013.[5] Ms. Baklor did not file a motion to dismiss or stay the sale of the Property pursuant to Maryland Rule 14-211.

[3] Maryland Code (1974, 2010 Repl. Vol.) § 7-105.9(b)(1) of the Real Property Article provides:

> In addition to any other notice required to be given by this Code or the Maryland Rules, the person authorized to make a sale in an action to foreclose a mortgage or deed of trust on residential property shall send, at the same time as the notice required under § 7-105.1(h)(2) of this subtitle, a written notice addressed to "all occupants" at the address of residential property . . . .

[4] Maryland Rule 14-209(c) provides: "When an action to foreclose on residential property is filed, the plaintiff shall send by first-class mail addressed to 'All Occupants' at the address of the property the notice required by Code, Real Property Article § 7-105.9(b)."

[5] The circuit court had entered an order rescinding the foreclosure sale held on June 1, 2012, and striking the Report of Sale filed on June 7, 2012.

Although she had previously been notified that she could not be considered for loan modification because she did not occupy the Property, Ms. Baklor requested, and IndyMac sent her, a loan modification packet on October 12, 2012. On November 7, 2012, the Substitute Trustees sent an Amended Notice to the Occupants, and on November 9, they filed an Amended Affidavit of Mailing Notice to Occupants. Ms. Baklor sent her first completed set of documents for a loan modification on December 28, 2012, and, on February 12, 2013, IndyMac notified her that she would need to resubmit them because of her changed financial circumstances. As of February 19, 2013, Ms. Baklor's loan modification packet had not been resubmitted.

The second sale occurred on February 22, 2013, and the Property was again sold to Federal Home Loan Mortgage Corporation for $175.000.00. The Report of Sale was filed on March 5, 2013. On the day of the sale, Ms. Baklor received a communication from IndyMac stating that a Loan Escalation Specialist would be in contact with her within the next several days.

On April 2, 2013, Ms. Baklor filed what is styled an Emergency to Request Denial of Ratification of Sale and Defendants [sic] Exceptions to Sale ("Motions for Exceptions"), in which she argued that the sale should not be ratified due to IndyMac's failure again to comply with loss mitigation requirements, as well as the Substitute Trustees' failure to comply with the notice requirements of § 7-105.9(b)(1) of the Maryland Code, Real Property

Article and Maryland Rule 14-209(c). The Substitute Trustees filed a response to Ms. Baklor's motion on May 17, 2013.

On May 21, 2013, the court entered the Final Order of Ratification, along with an Order Overruling Exceptions, in which the court stated that "pre-sale objections may not be raised as exceptions and the Defendant has failed to set forth with particularity any irregularity in the sale of the Property pursuant to Md. Rule 14-305(d)." On May 31, 2013, Ms. Baklor filed a motion to reconsider her exceptions,[6] alleging that the second sale of the Property was "procedurally defective and in violation of [12 C.F.R. § 1024.41(c)[7]

[6] The motion, entitled Motion to Reconsider ruling Denying Defendant's Objections Motion to Reconsider, falls within Maryland Rule 2-534:

> In an action decided by the court, on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment.

Md. Rule 2-534. Because Ms. Baklor filed her motion within ten days after entry of judgment, both the judgment of ratification and the denial of exceptions to the sale were effectively opened and provide us with "the authority to review the ruling on such post trial motion, as well as the earlier judgment." *Brethren Mut. Ins. Co. v. Suchoza*, 212 Md. App. 43, 68 n.11 (2013).

[7] 12 C.F.R. § 1024.41(c) (2013) states:

> (1) Complete loss mitigation application. If a servicer receives a complete loss mitigation application more than 37 days before a foreclosure sale, then, within 30 days of receiving a borrower's complete loss mitigation application, a servicer shall: (i) Evaluate the borrower for all loss mitigation options available to the borrower; and (ii) Provide the borrower with a notice in writing stating the servicer's determination of which loss mitigation options,

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> if any, it will offer to the borrower on behalf of the owner or assignee of the mortgage. The servicer shall include in this notice the amount of time the borrower has to accept or reject an offer of a loss mitigation program as provided for in paragraph (e) of this section, if applicable, and a notification, if applicable, that the borrower has the right to appeal the denial of any loan modification option as well as the amount of time the borrower has the right to appeal the denial of any loan modification option as well as the amount of time the borrower has to file such an appeal and any requirements for making an appeal, as provided for in paragraph (h) of this section. (2) Incomplete loss mitigation application evaluation. (i) In general. Except as set forth in paragraphs (c)(2)(ii) and (iii) of this section, a servicer shall not evade the requirement to evaluate a complete loss mitigation option based upon an evaluation of any information provided by a borrower in connection with an incomplete loss mitigation application. (ii) Reasonable time. Notwithstanding paragraph (c)(2)(i) of this section, if a servicer has exercised reasonable diligence in obtaining documents and information to complete a loss mitigation application, but a loss mitigation application remains incomplete for a significant period of time under the circumstances without further progress by a borrower to make the loss mitigation application complete, a servicer may, in its discretion, evaluate an incomplete loss mitigation application and offer a borrower a loss mitigation option. Any such evaluation and offer is not subject to the requirements of this section and shall not constitute an evaluation of a single complete loss mitigation application for purposes of paragraph (i) of this section. (iii) Payment forbearance. Notwithstanding paragraph (c)(2)(i) of this section, a servicer may offer a short-term payment forbearance program to a borrower based upon an evaluation of an incomplete loss mitigation application. A servicer shall not make the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process, and shall not move for foreclosure judgment or order of sale, or conduct a foreclosure sale, if a borrower is performing pursuant to the terms of a payment forbearance program offered pursuant to this section. (iv) Facially complete application. If a borrower submits all the missing documents and information as stated in the notice required pursuant to § 1026.41(b)(2)(i)(B), or no additional information is requested in such notice, the application shall be considered facially complete. If the servicer later discovers additional information or corrections to a previously submitted document are required to

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and of R.P. § 7-105.9,]" and that IndyMac had engaged in a practice known as "dual tracking."[8] On June 18, 2013, Federal Home Loan Mortgage Corp. was granted a deed to the Property. Ms. Baklor's motion to reconsider was denied by the court on August 26, 2013, and on September 23, 2013, she filed a Notice of Appeal of "the Court's Order of Ratification, Order denying her exceptions, Order denying her Motion to Reconsider and other related orders entered in [the] action."

DISCUSSION

Before addressing the merits of Ms. Baklor's appeal, we will address the Substitute Trustees' argument that this appeal is barred because Ms. Baklor "failed to contest or preserve her appellate rights with respect to the May 21, 2013, Final Order Ratifying Sale." Because Ms. Baklor "never noted the appeal of the Ratification Order," they contend, citing

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> complete the application, the servicer must promptly request the missing information or corrected documents and treat the application as complete for the purposes of paragraphs (f)(2) and (g) of this section until the borrower is given a reasonable opportunity to complete the application. If the borrower completes as of the date it was faciallycomplete, for the purposes of paragraphs (d), (e), (f)(2), (g), and (h) of this section, and as of the date the application was actually complete for the purposes of paragraph (c). A servicer that complies with this paragraph will be deemed to have fulfilled its obligation to provide an accurate notice under paragraph (b)(2)(i)(B).

[8] Dual tracking is when a lender pursues foreclosure against a borrower while simultaneously considering him or her for a loan modification. Four states (California, Nevada, Minnesota, and Colorado) have prohibited or restricted dual tracking. The federal government, under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, has done so as of January 10, 2014. *See* 15 U.S.C. § 1639(c) (2012); 12 C.F.R. 1026.9 (2013).

Rohrbeck v. Rohrbeck, 318 Md. 28 (1989), that the May 21, 2013 Order Overruling Exceptions is not a final judgment under Maryland Rule 2-602(a). They argue that the Order "contemplates that something more is to be done: that is, the ratification of the sale." Thus, that Order adjudicated fewer than all of the claims in the action or less than the entire claim and the appeal is defective.[9]

The Substitute Trustees also cite *Pelletier v. Burson*, 213 Md. App. 284, 289 (2013), in which this Court held that "the effect of a final ratification of sale is *res judicata* as to the validity of such sale, except in the case of fraud or illegality."

In her Notice of Appeal, filed on September 23, 2013, Ms. Baklor plainly states that she "gives notice of her appeal of the Court's *Order of Ratification*, Order denying her exceptions, Order denying her Motion to Reconsider and other related orders entered in this action." (Emphasis added). As noted in footnote six, *supra*, the filing of her motion for reconsideration within ten days of the denial of her exceptions effectively extended the time to appeal the Final Order Ratifying Sale. We move now to the merits of Ms. Baklor's appeal.

"A debtor who owns property subject to a lien created by a lien instrument possesses three means of challenging a foreclosure: (1) obtaining a pre-sale injunction, (2) filing post-sale exceptions to the ratification of the sale, and (3) the filing of post-sale ratification

[9] But clearly the circuit court, in its Order Overruling Exceptions, did not "contemplate something more is to be done," because it issued its Final Order Ratifying Sale and its Order Overruling Exceptions on the same day–May 21, 2013. *See supra* Factual and Procedural Background.

exceptions to the auditor's statement of account." *Jones v. Rosenberg*, 178 Md. App. 54, 65 (2008) (internal citations omitted). Even though she did not obtain, or even request, a pre-sale injunction, Ms. Baklor, claiming she was fraudulently induced not to file pre-sale objections, now seeks the right to raise issues post-sale that should be raised pre-sale in a Rule 14-211(c) motion.

Under Maryland Rule 14-305(d) post-sale exceptions "shall be in writing, shall set forth the alleged irregularity with particularity, and shall be filed within 30 days after the date of a notice . . . ." Such post-sale irregularities might include: "the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, [or] challenging the price as unconscionable, etc." *Jones*, 178 Md. App. at 69 (internal quotations and citations omitted). But, "[t]here is a presumption in favor of the validity of a judicial sale, and the burden is on the exceptant to establish to the contrary." *Id.* Moreover, "the burden of proof in establishing fraud, mistake, or irregularity, such that a final ratification of a mortgage foreclosure sale is not *res judicata*, is clear and convincing evidence[,]" and the fraud to be shown is "extrinsic fraud, not intrinsic fraud." *Id.* at 72.

In *Jones*, the borrower filed post-sale exceptions to the foreclosure sale, alleging that the lender committed fraud by violating the Truth in Lending Act and the Real Estate Settlement Procedures Act. *Id.* at 63. The *Jones* Court concluded that the general allegations

of fraud "contained no probative evidence showing extrinsic fraud or irregularity in the foreclosure sale and did not present newly discovered evidence." *Id.* at 74.

The borrower in *Bates v. Cohn*, 417 Md. 309, 327-29 (2010), filed post-sale exceptions to the foreclosure sale, claiming that her lender violated federal regulations by failing to allow her to take advantage of pre-sale loss mitigation. *Id.* at 316-17. She alleged that she failed to "aggressively" pursue a loan modification because she believed that she qualified for the federal Home Affordable Modification Program ("HAMP"). *Id.* at 313. When she realized she did not qualify for HAMP, she requested a loan modification packet, which she completed and returned to her lender. *Id.* at 314. The lender, GMAC Mortgage L.L.C. ("GMAC"), denied the loan modification because her finances at the time did not meet GMAC's modification requirements. *Id.* at 316. After the foreclosure sale, she filed post-sale exceptions under Maryland Rule 14-305(d), claiming that GMAC did not comply with federal HUD/FHA pre-foreclosure loss mitigation requirements. *Id.* GMAC countered that Bates waived her claim when she did not file a motion to dismiss and stay the sale before the sale occurred, and that any claim under Maryland Rule 14-305(d) had to be limited to procedural irregularities at the sale. *Id.* at 317.

The Court of Appeals, reaffirming its ruling in *Greenbrier Condominium, Phase I Council of Unit Owners, Inc. v. Brooks*, 387 Md. 683 (2005), stated that "a homeowner/borrower ordinarily must assert known and ripe defenses to the conduct of a foreclosure sale prior to the sale, rather than in post-sale exceptions[.]" The Court explained

that "Rule 14-305 is not an open portal through which any and all pre-sale objections may be filed as exceptions, without regard to the nature of the objection or when the operative basis underlying the objection arose and was known to the borrower." *Bates,* 417 Md. at 327-28. The Court further stated that "after a foreclosure sale[] 'the debtor's later filing of exceptions . . . may challenge only procedural irregularities at the sale . . . or the statement of indebtedness.'" *Id.* at 327 (quoting *Greenbrier Condominium*, 387 Md. 683, 746).

According to the *Bates* Court, Maryland Rule 14-211(a)(3)(B) grants homeowners the right to challenge the "right of the [lender] to foreclos[e,]" and a Committee note to the rule states that "[t]he failure to grant loss mitigation . . . may be a defense to the right of the [lender] to foreclose in the pending action." 2010 Committee Note to Md. Rule 14-211(a)(3)(B). In the Court's view

> [a] reasonable construction of this language (and its placement within Rule 14-211) indicates that a lender's failure to comply with loss mitigation requirements goes to its *right* to foreclosure, rather than its procedural handling of the sale. As a result, a homeowner, who wishes to use the lender's failure [to comply with loss mitigation requirements] as the basis of his or her claim, must do so through Rule 14-211's pre-sale injunctive relief apparatus.

Bates, 417 Md. at 329 (citing 2010 Committee Note to Md. Rule 14-211(a)(3)(B)).

In concluding its opinion, the Court made a statement expressly relevant to Ms. Baklor's contentions:

> we [do not] determine whether a homeowner/borrower may assert under 14-305, as a post-sale exception, claims that a foreclosure sale was the product of the lender affirmatively and purposefully misleading the borrower in default that ultimately unsuccessful pre-sale loss mitigation or loan modification efforts would likely be successful (or protracting strategically the denial of

> those efforts) and therefore dissuading the borrower from seeking to assert pre-sale defense in a timely manner.

Bates, 417 Md. at 327-28.

The Court of Appeals later decided *Thomas v. Nadel*, 427 Md. 441 (2012), a case in which the borrowers filed post-sale exceptions alleging "certain defects in the chain of title" of the promissory note secured by a deed of trust that they signed when they refinanced their home. *Thomas*, 427 Md. at 443. Corestar Financial Group L.L.C., the original lender, indorsed the note to Option One Mortgage Corporation, which went out of business in 2008 and which, in turn, "indorsed in blank the notes it held so that they could be transferred in wrapping up the business." *Id.* Ultimately, the note ended up in the possession of Biltmore Specialty Investments II, L.L.C., which did not come into existence until 2009. *Id.* at 446. Because "no intermediary holders were identified" between Option One's possession and Biltmore's possession, and knowing that filing pre-sale irregularities would have been untimely since the sale had already occurred and attempting to "fit[] their post-sale exceptions within the question left open in *Bates*," the borrowers advanced allegations of fraud in relation to the note itself. *Id.* at 447.

The Court indicated that a "gap in the chain of title of a promissory note would not necessarily result in a dismissal of an action to foreclose a deed of trust[,]" *id.* at 453 n.11, and while there was a possibility of gaps in the chain of title, "the record reveals no genuine dispute as to the authenticity of the allonge and assignment of the deed of trust . . . [still, t]he

Trustees possessed the original documents, and the indorsing signatures are not alleged to be the products of either forgery or deceit." *Id.* at 553.

In *Bierman v. Hunter*, 190 Md. App. 250 (2010), the borrower's post-sale challenge was directed at the validity of the lien. She claimed that her signature had been forged on the home equity loan, and that she did not realize it until a year later after the loan's execution. *Id.* at 254. The lender did not challenge her testimony. This Court held that the lender was not entitled to an equitable lien on the property based upon the fraudulent loan. *Id.* at 273.

Guided by these cases, we review Ms. Baklor's post-sale contention that she may challenge the second sale because "the mortgage servicer fraudulently induced [her] not to file pre-sale motions." To distinguish her situation from *Bates,* she asserts that the plaintiff in *Bates* did not "assert that [the lender] actively encouraged her to sit on her rights and await the outcome of loss mitigation or loan modification efforts that would never come to pass, such that the sale was the product of a silent fraud and title *should not* pass." *Bates*, 417 Md. at 324-25 (emphasis in original). She acknowledges that the *Bates* Court did not determine whether such an assertion could be raised as a post-sale exception under Rule 14-305, but asks us to do so now.

Ms. Baklor asserts that the lender committed extrinsic fraud by statements inducing her not to seek alternatives to loan modification, and alleges that during "the entire month of February 2013, the lender had [her] believing that the sale was going to be postponed," and that "[she] was told numerous times that the bank did not want to foreclose . . . that they

would work with [her] to obtain the modification and not foreclosure on the property while [she was] in the modification process." According to Ms. Baklor, "she did not act prior to the sale because she was told that loss mitigation alternatives under foreclosure prevention programs were being earnestly considered," and that she was told only "a few hours before the foreclosure sale[] that the loss mitigation alternatives were no longer being considered." Therefore, she was "effectively prevented" from filing a pre-sale objection, and, had the lender not stated that it would consider her for a loan modification, she could, and would, have sought alternatives to the loan modification, such as a short sale or filing for bankruptcy.

We are not persuaded that her allegations demonstrate an affirmative and purposeful effort by the lender to mislead her in any pre-sale loss mitigation or loan modification efforts and such an effort is not supported by the record. Borrowing from the *Thomas* Court, her allegations "do not amount to the kind of fraud that might induce this Court to qualify the general rule limiting the nature of post-sale exceptions." *Thomas*, 427 Md. at 450.

The only evidence to support Ms. Baklor's allegations are her communications to the lender and her motions to the court—filed *after* the sale had occurred—in which she accused IndyMac of inducing her to consider a loan modification. Nothing in her allegations, nor the record, indicates that IndyMac persuaded or attempted to persuade Ms. Baklor to pursue a loan modification over other alternatives. In their Order to Docket to Foreclose, the Substitute Trustees included a loss mitigation application, which contained "certain

homeowner assistance alternatives that may be available to remedy the default status of [Ms. Baklor's] loan," including a repayment plan, loan modification, a pre-foreclosure sale, and a deed-in-lieu of foreclosure.[10]

On December 16, 2011, Ms. Baklor had been notified that she would not be considered for a loan modification because the Property was "non-owner occupied." Despite this notice, Ms. Baklor requested a loan modification packet, and it was sent to her. That she was sent the requested loan modification packet does not, however, indicate a change of position on non-owner occupied property, much less an immediate or an ultimate approval of a loan modification request. In addition, the record also demonstrates that, even if Ms. Baklor would have been considered for a loan modification, she contributed to the delay of any possible loan modification. In a communication to a loan specialist employed at IndyMac, dated February 19, 2013 (three days before the sale), she indicates that she was still "in the process of trying to find her January bank statements," and that she would "continue to look" because she "[did] not want this to be what causes the modification not to go through." Obviously, she had to recognize that she might not be in a position to complete the loan modification packet prior to the scheduled sale of the Property on February 22, 2013.

The email sent to Ms. Baklor on February 22, 2013, notifying her that a loan escalation specialist would be reviewing her file, can hardly qualify (especially in light of the

[10] Besides the several foreclosure alternatives, the Order to Docket to Foreclosure also included housing counseling resources to assist Ms. Baklor in making an informed choice.

documentation that she had received) as an affirmative and purposeful effort to mislead her into believing that loan modification would be successful in order to dissuade her from asserting any pre-sale defenses to the lien. The email makes no references to the sale of the Property or the foreclosure process and merely states that the loan escalation specialist would contact Ms. Baklor to "discuss her concerns."

In sum, Ms. Baklor asserts that IndyMac, through an alleged promise of a loan modification, fraudulently induced her to not seek alternative options to avoid foreclosure, such as a short sale of the Property or filing for bankruptcy. An assertion by Ms. Baklor that the lender fraudulently induced her to forego pre-sale objections, or any other foreclosure alternative, that would open a Rule 14-305 portal for the passage of a pre-sale objection, even were we to assume that such a portal exists, would need to be supported by "clear and convincing" evidence that the lender "affirmatively and purposefully" intended to mislead Ms. Baklor from asserting a "pre-sale defense in a timely manner." The circuit court neither erred nor abused its discretion in denying Ms. Baklor's Objections & Motion to Reconsider and in overruling her post-sale objections.

JUDGMENT AFFIRMED. COSTS TO BE PAID BY APPELLANT.