Circuit Court for Baltimore City
24-O-14-001204 F

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1034

September Term, 2016

GEORGIA S. EFTHIMIOU, et al.

v.

CARRIE M. WARD, et al.
SUBSTITUTE TRUSTEES

Kehoe,
Reed,
Salmon, James P.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Salmon. J.

Filed: January 3, 2018

This is an appeal by appellants (who will be named later) who are attempting to set aside an order entered by the Circuit Court for Baltimore City, dated July 14, 2016, that ratified the foreclosure sale of property known as 3803 Gough Street, Baltimore, Maryland (hereafter "the Property"). For the reasons set forth below, we shall affirm the judgment of the Circuit Court for Baltimore City ratifying the sale of the Property.

I.

BACKGROUND

On September 30, 2005, Georgia Efthimiou (hereafter "Ms. Efthimiou") and her mother, Giannoula Efthimiou (hereafter "Mrs. Efthimiou") jointly owned the Property. On that same date, the two woman encumbered the Property by signing a deed of trust that secured a $220,000.00 loan by JPMorgan Chase Bank, N.A. (hereafter "Chase"). A promissory note (hereafter "the Note") that evidenced the loan was signed by Ms. Efthimiou, but not by Mrs. Efthimiou.

On March 1, 2011, Ms. Efthimiou failed to make a loan payment that was due on the Note that Chase held. Despite being in default on the Note, Ms. Efthimiou and her mother, on May 27, 2011, added Ms. Efthimiou's then husband, Andriy Portyanko (hereafter "Mr. Portyanko"), as a joint tenant of the Property.

On March 28, 2014, Chase appointed Carrie M. Ward and seven other persons as substitute trustees and granted them the right to enforce Chase's rights under the deed of trust. The substitute trustees, on April 18, 2014, filed a notice to docket a foreclosure action (hereafter "the Notice") against the Property in the Circuit Court for Baltimore City. According to an affidavit that accompanied the Notice, the debtor (Ms. Efthimiou) owed

Chase, as of March 20, 2014, $204,622.00, not counting interest, late fees and other charges.

The Notice was accompanied by: 1) a copy of the deed of trust; 2) an affidavit filed pursuant to Md. Rule 14-201(b)(1); 3) an affidavit attesting to the right of the substitute trustees to foreclose based on Ms. Efthimiou's default; 4) a statement of the debt remaining due and payable; and 5) a copy of the Note, with an affidavit stating that the Note was a true and accurate copy of the original Note and certifying that Federal National Mortgage Association ("Federal National") was now the owner of the Note and had authorized Chase to be the holder of the Note for purposes of executing the affidavit and conducting the foreclosure action.

Ms. Efthimiou and her husband, Mr. Portyanko, on July 3, 2014, filed a request for foreclosure mediation. Mr. Portyanko joined in that request even though he was not a party to the loan or to the foreclosure action filed by the substitute trustees. In any event, a mediation session was held on September 24, 2014. At that session, the mediator was Louis N. Harwitz, an administrative law judge ("ALJ"). On the same date as the hearing, the ALJ filed a "Foreclosure Mediation Notification of Status" in which he certified to the court that "[t]he parties participated in mediation but no agreement was reached." The next day, the Circuit Court for Baltimore City signed an order allowing the substitute trustees to schedule a foreclosure sale.

On October 8, 2014, Mr. Portyanko, by counsel, filed a motion to stay the foreclosure sale and requested a hearing. In his motion to stay, Mr. Portyanko alleged that

the following people attended the mediation hearing: 1) Adam M. Kaplan, Esquire, an attorney representing Chase, the ALJ, and himself. At the mediation session, according to Mr. Portyanko, he presented Mr. Kaplan with a written offer to purchase the Property for $65,000.00; at that time he also gave Mr. Kaplan an appraisal that purported to show that the fair market value of the Property was $65,000.00. According to the motion to stay, the mediation "ended without resolution," i.e., no decision was made by Chase as to whether to accept the offer.

In his motion to stay, Mr. Portyanko also alleged the following:

> The Code requires that the parties to a mediation include a representative of the secured party who must "have authority to settle the matter or be able to readily contact a person with authority to settle the matter." Real Property Article 7-501.1(i)(2)(iv), Annotated Code of Maryland (2015 Repl. Vol.). The Code obviously envisions the mediation resulting in a determination of whether this matter may be settled. This did not occur here. Therefore, it is clear that there has not been compliance with Real Property Article 7.501.1(1)(2)(iv) that a mediation take place with a representative of the secured party having the "the authority to settle the matter or be able to readily contact a person with authority to settle the matter." This is not to suggest any criticism of Mr. Kaplan who indicated that he would contact Chase and obtain a response. As of the time of the filing of this motion, no response has been received.
>
> . . .

Mr. Portyanko attached to his motion the following documents.

1. Copy of a letter to Chase dated September 30, 2014 that made the $65,000.00 offer which was presented to Mr. Kaplan at the mediation hearing.

2. Proof of availability of funds;

3. Consent by Ms. Efthimiou and her mother to the pay-off the entire loan for $65,000.00 as proposed by Mr. Portyanko;

4. Appraisal of the Property by David C. Iglehart of Valley Appraisal Services, LLC, certified Maryland appraiser.

At this point it should be noted, parenthetically, that technically, Mr. Portyanko did not allege a violation of the statute, i.e., Md. Code (2015 Repl. Vol.) Real Property Article, § 7-301.1(1)(2)(iv). We say this because, even assuming that Mr. Kaplan did not have authority to settle, there was no allegation that at the time of the mediation that Mr. Kaplan did not have the ability to readily contact a person with authority to settle the matter. Mr. Portyanko simply alleged, in effect, that he made an offer that Chase neither accepted nor rejected.

The substitute trustees opposed the motion to stay. They pointed out, correctly, that Mr. Portyanko was not a party to the loan or the deed of trust and was not entitled to mediation,[1] therefore he did not have standing to either ask for mediation or complain about the way the mediation proceeding was conducted. Additionally, the trustees maintained that Mr. Portyanko, having offered to pay $65,000.00 for the Property, did not present a valid defense to the foreclosure action brought by the substitute trustees. The substitute trustees pointed out, once again accurately, that under the express language of Md. Rule 14-211, the granting of motions to stay and/or to dismiss a foreclosure action may only be granted when "the moving party possesses defenses that potentially could defeat the ability of the foreclosing party to foreclose."

[1] Real Property Article Section 7-105.1(j)(1)(i) states that mediation is available only to mortgagors or grantors. Mr. Portyanko was neither.

In addition, the substitute trustees argued that Mr. Portyanko's motion to stay did not comply with the requirements of Md. Rule 14-211. They asserted:

> Movant's Motion fails to meet all of the requirements of Rule 14-211 and therefore must be denied . . . . Rule 14-211 has several requirements including that motions, state with particularity the factual and legal basis of each defense to the validity of the lien or the right of the Plaintiffs to foreclose; state whether there are any collateral actions involving the secured property and details of those actions, and state the date the moving party was served, or if not served, when and how the moving party first became aware of the action. Movant's Motion fails to comply with any of the aforementioned requirements. Moreover, the Motion does not contain a single supported allegation regarding the validity of the lien or the right to foreclose. As such, the Motion does not substantially comply with the requirements of Rule 14-211 and must be denied.

The circuit court, on October 28, 2014 denied Mr. Portyanko's motion to stay.

On January 20, 2015, Chase sent Ms. Efthimiou a letter that read, in material part, as follows:

> We're writing to let you know that we've stopped our review of your eligibility for all of the mortgage assistance options for your loan because we received the purchase agreement or form you sent stating that another person has offered to purchase your home. Included in this letter is a list of the programs for which you were not reviewed.
>
> You'll find the following information in this package:
> Section 1: Options For Which You Are Eligible and Next Steps
> Section 2: Options For Which You Aren't Eligible or Weren't Considered
> Section 3: Contact, Dispute and Appeal information
> Section 4: Important Legal Disclosures and Notices
> Section 5: Credit Score Information

About one-year later, on January 15, 2016, the Circuit Court for Baltimore City issued a notification of contemplated dismissal informing the parties that, pursuant to Md. Rule 2-507, the foreclosure action would be dismissed for lack of prosecution, without

prejudice, thirty days after service of the notice, unless prior to that date, a written motion was filed showing good cause why a deferral order should be issued.

Also, on January 15, 2016, Ms. Efthimiou was sent a letter titled "Notice of Sale of Mortgage Loan." The notice advised her that Nationstar Mortgage, LLC (hereafter "Nationstar"), would become the servicer of the loan and that Nationstar was now owner of the note. Chase, also on January 15, 2016, wrote Ms. Efthimiou to advise her that effective February 1, 2016, her servicer would change from Chase to Nationstar. On February 1, 2016, Chase advised Ms. Efthimiou that her request for a short sale was not approved.

The substitute trustees, on February 3, 2016, filed a motion to defer dismissal on the grounds that the action had been delayed because: 1) servicing of the loan had been recently transferred from Chase to Nationstar; and 2) the substitute trustees were now working with Nationstar to schedule a foreclosure sale date.

Mr. Portyanko, by counsel, filed an answer to the motion to defer dismissal on February 17, 2016. He alleged that "[s]ince the outset of the action," his counsel had made "strenuous efforts to reach an accommodation with the holders" of the deed of trust by offering to purchase the Property for $65,000.00 and had, on numerous occasions, sent email messages to "the bank attempting to complete this transaction." Mr. Portyanko concluded his answer by making two assertions:

- The [d]efendant will be prejudiced because the foreclosure sale will undoubtedly be for more than the fair market value of the property since [p]laintiff can buy it in and [d]efendant will be forced to vacate while attempts are made to dispose of the property.

- This is a situation [where] the interests of justice to all parties will be served by dismissing the foreclosure action and allowing the [d]efendant to continue to attempt to purchase the property for its fair market value.

On February 17, 2016, the substitute trustee filed a Line informing the circuit court that a foreclosure sale was scheduled for March 18, 2016.

The foreclosure sale of the Property occurred, as scheduled, on March 18, 2016 and was sold for $179,000.00 to a subsidiary of Nationstar. Four days after the foreclosure sale, on March 22, 2016, Mr. Portyanko, *pro-se*, filed a pleading titled "motion to set aside the report of the mediator and cancel the auction sale scheduled for March 18 and request for a hearing." That motion, in some respects, was based on the same grounds as those Mr. Portyanko's previously raised in his motion to stay, which had been denied by the court on October 28, 2014. One difference, however, was that in his new filing, Mr. Portyanko alleged, for the first time, that Chases's representative attended the mediation hearing "with no authorization to settle or negotiate at the time of mediation." Movant further alleged that Chase's representative, Mr. Kaplan, was "not once on the phone with the lender at the time of the mediation." Significantly, however, Mr. Portyanko's March 22, 2014 motion was not supported by affidavit. *See* Md. Rule 2-311(d) ("a motion or a response to a motion that is based on facts not contained in the record shall be supported by affidavit and accompanied by any papers on which it is based." In any event, Mr. Portyanko concluded his motion by stating:

> [N]o actual mediation took place [as] required by Maryland law and the mediator[,] Lewis N. Harwitz[,] submitted a false report, 'the parties participated in the mediation but no agreement was reached,' to [the] Circuit

> Court for Baltimore City[,] which adversely impacted the following foreclosure proceedings in my foreclosure case No. 24-O-14-OO1204F.

The substitute trustees opposed the March 22, 2016 motion filed by Mr. Portyanko. They argued that the motion should be denied for two reasons: 1) Mr. Portyanko had failed to set forth any ground for a post-sale exception that was allowed by Md. Rule 14-305; and 2) the motion was based on the same grounds as a previous motion filed by Mr. Portyanko that had been considered by the court and denied.

The court, on April 19, 2016, signed an order deferring the dismissal and allowing the substitute trustees until August 6, 2016 to conclude the foreclosure action.

The substitute trustees, on April 8, 2016 filed a report of sale of the Property. The court, on April 12, 2016, signed an order deferring the dismissal and allowing the substitute trustees until August 6, 2016 to conclude the foreclosure action. On April 28, 2016, the circuit court filed an order denying the motion Mr. Portyanko had filed on March 22, 2016. The denial order noted that pre-sale objections may not be raised as post-sale objections and that Mr. Portyanko had failed to set forth any irregularity in the manner the foreclosure sale was conducted, as required by Md. Rule 14-305.

On May 2, 2016, Robert A. Shelton, Esquire, filed exceptions to the ratification of sale. The exceptions were filed on behalf of Mr. Portyanko, Ms. Efthimiou, and Mrs. Efthimiou. None of the allegations set forth in the exceptions to the ratification of sale were supported by affidavit. In the exceptions, it was alleged that the sale should not be ratified for several reasons. First, it was alleged that when the substitute trustees asked the court, on February 3, 2016 to stay the dismissal of the foreclosure action, the trustees made

inaccurate statements, which included: 1) an allegation that the defendants "were unsuccessful with reaching a foreclosure alternative;" and 2) that "the loan is no longer in consideration for loss mitigation review." Another inaccuracy, according to the exceptions, was the statement by the substitute trustees that they "were precluded from advancing the posture of the case on account of a loan servicer transfer from [Chase] . . . to Nationstar Mortgage." The explanation provided in the exceptions, as to why they contended that the substitute trustees' representations were inaccurate, is, to say the least, very difficult to understand. That explanation is expressed as follows:

> The pleading [motion by the substitute trustees to defer dismissal] filed on February 3 alleges: "Defendants were unsuccessful in reaching a foreclosure alternative and the loan is no longer in consideration for loss mitigation review."
>
> This confirms that consideration for a loss mitigation review had been ongoing, actually for better of a year. However, that review was summarily terminated only on February 1, [2016] by Chase. The truth is that the so-called "consideration" was simply a "hanging chad" which had to be dealt with before the hammer went down.
>
> The pleading [by the substitute trustees] further alleges: "Plaintiffs were precluded from advancing the posture of this case on account of a loan servicer transfer from JPMorgan Chase to Nationstar Mortgage." The truth of the matter is that Plaintiff was precluded because of the long pending short sale negotiations and the egregious Chase run around for over a year.[2]

[2] If, as the exceptions alleged, Chase ended its "consideration for mitigation review" on February 1, 2016, that so called "hanging chad," had been dealt with prior to the date that the "hammer went down," which was on March 18, 2016. We also note that in the exceptions, it is admitted that Chase sent notice to Ms. Efthimiou on February 1, 2016 that the request for a short sale had not been approved.

> In these exceptions, Mr. Portyanko, Ms. Efthimiou and her mother also allege that
>
> (continued . . .)

The substitute trustees, on May 18, 2016, opposed the exceptions to the ratification of sale, which they called the "Second Exceptions." The substitute trustees pointed out, *inter alia*, that the "Second Exceptions," in large part, repeated the same allegations that had been considered by the circuit court and denied previously. The substitute trustees also argued:

> [Movants'] . . . [e]xceptions must be denied for several separate dispositive reasons. First, Movant's Second Exceptions do not allege a valid exception to the sale. Movants' only allegations have been waived as a matter of law and are not proper grounds for post-sale exceptions. Second, Movants' request to vacate this Court's Order deferring dismissal is conclusory and does not state a valid basis for vacating the Order. Third, Movants' Second Exceptions do not demonstrate an entitlement to dismissal of the foreclosure action because it was not timely requested, does not otherwise comply with the requirements of Rule 14-211, and does not state a valid defense to the validity of the lien instrument or the right of the plaintiffs' to foreclose. Fourth, Movant's Second Exceptions requested additional relief in which Movants have no entitlement or legal basis to assert and which cannot be sought via exceptions or motions.

On July 7, 2016, the circuit court signed an order denying the exceptions filed on May 2, 2016 by Ms. Efthimiou, Mrs. Efthimiou, and Mr. Portyanko (hereafter "the

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(. . . continued)

the foreclosure proceedings should be dismissed, without prejudice, because of "Chases's fraudulent and inequitable conduct, breach of contract [and Chases's breach of it's] duty of fair dealing."

According to the exceptions, Chase was guilty of a breach of contract and a breach of its duty of fair dealing by "[s]elling the mortgage and service rights" in early December. Movants also complain that "[a]ssuming that the offer was not acceptable[,] there was no effort to negotiate an acceptable offer." This last assertion leaves unanswered the obvious question of why Chase would owe Mr. Portyanko a duty to negotiate once his $65,000.00 offer to purchase had been rejected.

appellants"). The appellants filed, on July 12, 2016, a motion for reconsideration, which the court denied. This timely appeal followed.

II.

LEGAL ANALYSIS

In their brief, the appellants ask us to reverse the final order ratifying the sale of the property and to award costs and attorney's fees to them. Although appellants do not say so explicitly, they impliedly contend that they would be entitled to the aforementioned relief if we answered "yes" to either question one or two or "no" to either question three or four. They phrase the questions presented as follows:

> 1) Did Chase breach an agreement with Efthimiou to consider a short sale thereby rendering a sale invalid?
>
> 2) Was the notice by Chase to terminate the short sale agreement deceptive, fraudulent, and unauthorized thereby making the purported termination invalid?
>
> 3) Can a valid foreclosure sale take place when there are pending Motions to Defer Dismissal and to cancel the Sale?
>
> 4) Was the sale valid where the Order Deferring Dismissal was based on inaccurate representations?

A. Question One

Appellants argue that "Chase breached its agreement with Efthimious (meaning, presumably Ms. Efthimious and her mother, Mrs. Efthimious) to consider a short sale to Portyanko and cannot properly proceed thereafter to a mortgage foreclosure sale." This contention is puzzling because appellants make no attempt to show that Chase, in fact, failed to consider Mr. Portyanko's $65,000.00 short-sale offer. Moreover, the evidence is

crystal clear that Chase did consider the offer. Although it took a long time to do so, Chase finally advised Ms. Efthimiou, who signed the Note secured by the deed of trust on the Property, that it had rejected the offer on February 1, 2016.

Nowhere in their brief do appellants explain how Chase may have breached any agreement with any of the appellants. At no point have appellants contended that Chase ever accepted the offer by Mr. Portyanko to buy the property for $65,000.00. It is therefore clear that Chase did not breach any agreement with Ms. Efthimiou or Mrs. Efthimiou.

Under the first argument presented, which deals with an allegation that Chase breached its agreement with Ms. Efthimiou and her mother, appellants make an unrelated argument which is:

> Foreclosure proceedings in Maryland are equitable in nature and require "clean hands." *Wells Fargo Home Mortgage Inc. v. Neal*[,] 398 Md[.] 705 (2007).
>
> The clean hands doctrine states that "courts of equity will not lend their aid to anyone seeking their active interposition, who has been guilty of fraudulent, illegal, or inequitable conduct in the matter with relation to which he seeks assistance." Wells Fargo and cases cited therein.
>
> The lender must deal fairly with a borrower. *KMC Co., Inc. v. Irving Trust Co.,* 757 F.2d 752 (6th Cir. 1985)[.]

After citing the relevant legal principles regarding the clean hands doctrine, appellants do not say one word in their brief as to how the doctrine is here applicable. This violates Md. Rule 8-504(a)(5), which requires a party to present "argument in support of

the party's position." *See also*, *Beck v. Mangels*, 100 Md.App. 144, 149 (1994) (an appellate Court need not decide an issue when a party violates Rule 8-504(a)(5)).[3]

B. Question Two

Appellants next argue that "Chase acted deceptively and fraudulently in purporting to terminate its agreement for a short sale." Appellants contend that because Chase sold the loan to Nationstar Mortgage on December 7, 2015, it was thereafter simply the servicer of the loan and as such was acting as the agent of Nationstar. The argument continues:

> The fix was for Chase, still apparently the record server, to send the notice rejecting the [short] sale and it did so on February 1, [2016]. But unless it was authorized to do so by Nationstar, the notice is invalid.

There are several problems with this argument. First, the issue of whether Chase was authorized by Nationstar to reject the short sale offer was never raised in the circuit court. Thus the issue need not be considered. *See* Md. Rule 8-131(a) (ordinarily, except for certain jurisdictional issues, an "Appellate Court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court . . . ."

Secondly, contrary to appellant's argument, after December 7, 2015, Chase did not have "a pending agreement for a short sale." What was pending was an offer to purchase the Property at a short sale that was made to Chase by Mr. Portyanko. Moreover, in the circuit court, appellants did not even attempt to prove that Chase was not authorized by

[3] It is impossible to see how the borrower in this case was treated inequitably by the lender or anyone else. After all, Ms. Efthimiou has had use of the Property throughout these proceedings even though she has not made a single Note payment for over six years.

Nationstar to turn down Mr. Portyanko's offer. Under such circumstances, the substitute trustees were not required to prove Chase's authorization.

C. Question Three

Appellant contends that a "valid foreclosure sale cannot occur where [there] is a pending notice of contemplated dismissal or while there is a pending motion to cancel the sale." The above argument assumes that the March 18, 2016 foreclosure sale occurred while there was a "pending motion to cancel the sale." That assumption is incorrect. The motion to cancel the sale was filed by Mr. Portyanko on March 22, 2016, four days after the sale. The other assertion (a valid foreclosure sale cannot occur where there is a pending notice of contemplated dismissal) is supported by nothing but appellants' own *ipse dixit*. Appellants do not direct us to any case, statute or rule that provides that a foreclosure sale cannot proceed after the court has filed a Rule 2-507 order. This is important because it "is well-settled that it 'is not our function to seek out the law in support of a parties appellant contentions.'" *Benway v. Port Authority*, 191 Md.App. 22, 32 (2010) (citing *Diallo v. State*, 186 Md.App. 22, 33 (2009). For that reason "we are not obliged to consider" this argument. *Benway*, 191 Md.App. at 33.

Even if we were to address this argument, it is devoid of merit.

Appellants say in their brief that it

> "defies logic that a sale during a pending notice of contemplated dismissal is valid as a matter of process. A bonafide purchaser at a foreclosure sale should not bear the risk of the court's dismissal of the foreclosure proceedings."

At the time of the foreclosure sale, the case had not been dismissed. Because the case had not been dismissed, the trustees had every right to sell the Property because they had been granted permission to do so by the court's order dated September 25, 2014. That permission was never revoked. Therefore, it does not defy logic to allow a sale to take place after a Rule 2-507 order has been sent. Moreover, when the substitute trustees' motion to stay dismissal is read in tandem with Mr. Portyanko's answer to that motion, there was no valid reason presented to the circuit court that would justify a dismissal of the case. We say this because although Mr. Portyanko opposed the motion, Mr. Portyanko, in his opposition, did not even attempt to contradict any allegation of fact made by the substitute trustees in their motion.

D. Question Four

Appellants' final argument is closely related to the arguments made in support of question three. Appellants phrase that argument as follows: "The Order of April 19, 2016 extending the time to proceed is invalid because it is based on erroneous representations and assumptions." According to appellants, the substitute trustees erroneously said in their motion to stay dismissal (filed February 3, 2016), that "[t]he parties were unsuccessful in reaching a foreclosure alternative."

The representation at issue was not accurate. Because Chase, on February 1, 2016, advised Ms. Efthimiou that the request for a short sale was not approved, the substitute trustees did not mislead the court when they said that the "defendants (i.e., appellants) were unsuccessful in reaching a foreclosure alternative."

Appellants nevertheless contend that the statement was false or misleading because

> Chase stopped responding to extended ongoing discussions at the end of December [2015]. The overriding fact not disclosed, is the fact that the loan was sold to Nationstar on December 7."

The first sentence of the argument makes no sense, given the fact that indisputably Chase did respond on February 1, 2016 to the "ongoing discussions" about a short sale. The second sentence (concerning the non-disclosure of the fact that the loan had been sold by Chase on December 7, 2015 to Nationstar), also makes no sense and appellants make no attempt to explain it. In other words, appellants make no attempt to explain why it was important for the circuit court to know, when it decided the motion to defer dismissal, that Chase had sold its ownership of the Note on December 7, 2015 to Nationstar.

OTHER MATTERS

We have answered the four questions that appellants present and none of our answers are favorable to appellants. But, aside from our answer to appellants' questions, it is important to bear in mind the heavy burden that the law imposes on a party or parties who attempt to stop a foreclosure sale before it happens or who, post-sale, attempts to set the sale aside. In this appeal, appellants do not even discuss that burden much less attempt to demonstrate that the burden was met. And, as will be seen, if the burden is not shown by appellants to have been met, this Court has no right to reverse the circuit court's ratification of the sale of the Property.

As mentioned, on October 8, 2014, Mr. Portyanko filed a motion to stay the sale based on what he contended were irregularities in the conduct of the mediation hearing.

That motion to stay was denied on October 28, 2014. In this appeal, appellants, in their arguments concerning the four questions presented, do not claim that the circuit court erred in denying that pre-sale motion to stay. Moreover, no such argument is made elsewhere in their brief. Therefore, the exception to the sale could not be reversed based on anything argued in Mr. Portyanko's motion to stay that was filed on October 8, 2014.

We turn next to the post-sale pleadings filed by Mr. Portyanko on March 22, 2016, and the exceptions to the ratification of sale filed by appellants on May 2, 2016. These will be referred to as the first and second exceptions to the sale. Post-sale exceptions are governed by Md. Rule 14-305. Importantly, exceptions filed post-sale "may challenge only procedural irregularities at the sale or . . . the statement of indebtedness." *Bates v. Cohn*, 417 Md. 309, 327 (2010) (quoting *Greenbriar Condo. v. Brooks*, 387 Md. 683, 688 (2005)). A party filing post-sale exceptions must "set forth the alleged irregularity with particularity . . . ." Md. Rule 14-305. In *Bates*, 417 Md. at 327, the Court explained:

> We reaffirm the conclusion in *Greenbriar [v. Brooks]* 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. As we stated in *Greenbriar*, 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*. Such procedural allegations may charge that "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, challenging the price as unconscionable, etc. . . ." [387 Md. at 608]. To the extent that *Bierman [v. Hunter]* may be perceived as attempting to confine our *Greenbriar* holding to its particular circumstances, *i.e.*, where there is a "sum due and it is conceded that some sum is due and in default," *Bierman [v. Hunter]*, 190 Md.App. [230] at 266 [2010] . . . , we hold that such a view would be misguided. *Greenbriar* was meant to be (and is) an explanation of the proper

> and general framework, structured in Rules 14-211 and 14-305, that a homeowner/borrower must follow when he or she seeks to raise pre- and/or post-sale objections in a foreclosure proceeding. *Greenbriar*, 387 Md. at 688 . . . .

(Footnote omitted.)

In this case, in their first and second post-sale exceptions, the appellants did not allege any procedural irregularities at the sale or in the statement of indebtedness. All that was alleged were purported irregularities that appellants knew about for a long time prior to the sale that had nothing to do with the way that appellees conducted the sale and nothing to do with the statement of indebtedness that was filed by appellees[4]

JUDGMENT AFFIRMED; COSTS TO BE PAID BY APPELLANTS.

[4] In their argument concerning the four questions presented, appellants, never even attempted to argue that there was any procedural irregularities at the sale or any error in the statement of indebtedness.