

Circuit Court for Montgomery County
Case No. 451232V

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 92

September Term, 2024

DEBRA BONILLA MEAD

v.

LAURA H.G. O’SULLIVAN, *et al.*

Arthur,
Friedman,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: December 9, 2024

*This is a per curiam opinion. Consistent with Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

In this foreclosure case, Debra Bonilla Mead, appellant, appeals from orders issued by the Circuit Court for Montgomery County which granted a motion for judgment of possession filed by Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS17 (Deutsche Bank), and denied her motion for a temporary injunction. Appellant raises four issues on appeal that are reducible to two: (1) whether the court erred in issuing the possession order, and (2) whether the court erred in denying the motion for temporary injunction. For the reasons that follow, we shall affirm.

In 2018, appellees,¹ acting as substitute trustees, filed an order to docket, seeking to foreclose on real property owned by appellant. Thereafter, appellant filed an “Emergency Motion to the Court to Strike and Compel Alleged Plaintiffs/Debt Collectors and Their Agents to Void Their Sham Public Auction/Proceedings on Defendant’s Property Scheduled for 12-26-2018[.]” The court construed the motion as a motion to stay or dismiss the foreclosure action and denied the motion on December 21, 2018. Appellant filed a notice of appeal on December 26, 2018. The same day, appellant’s property was sold at a foreclosure auction to Deutsche Bank for the purchase price of \$255,200.00.

Following the foreclosure sale, appellant filed a motion in the circuit court and in this Court seeking stay the foreclosure proceedings during the pendency of her appeal; however, both motions were denied. We ultimately affirmed the circuit court’s denial of appellant’s motion to stay, holding that her motion was untimely, was not made under oath

¹ Appellees are Laura H.G. O’Sullivan, Rachel Kiefer, Jessica Horton, Michael T. Cantrell and Chasity Brown.

or supported by affidavit, and did not set forth any alleged defenses to the foreclosure action with particularity. *Bonilla-Mead v. O’Sullivan*, No. 3055, Sept. Term 2018 (filed June 9, 2020). The court entered an order ratifying the sale on March 9, 2022. Thereafter, appellant filed two timely motions to alter or amend the judgment pursuant to Maryland Rule 2-534, raising various allegations of fraud. The court denied both motions without a hearing. Appellant appealed from those orders and again, we affirmed. *Bonilla Mead v. O’Sullivan*, No. 314, Sept. Term 2022 (filed October 27, 2022).

In January 2024, Deutsche Bank filed a motion for judgment awarding possession, asserting that, as the “successful foreclosure purchaser and deed holder,” it was entitled to possession of the property. Appellant filed an opposition claiming that appellees had: (1) “never provided a chain of title;” (2) had joined with the court in a “RICO conspiracy to steal” the property; (3) used “falsified court documents;” and (4) “trespassed” on her property. Appellant also filed a motion for temporary injunction seeking to stay the foreclosure proceedings on the grounds that appellees had “failed to provide authenticated, verified, and admissible proof of debt as required under Maryland law[.]” On March 5, 2024, the court granted the motion for judgment of possession. Following a March 19, 2024, hearing the court also denied appellant’s motion for temporary injunction. Thereafter, the court also entered an order granting Deutsche Bank’s request for a writ of possession. Appellant filed a timely notice of appeal from these orders.

Although appellant’s contentions on appeal are somewhat unclear, she appears to challenge the court’s order granting the judgment of possession because: (1) courts in “previous proceedings” failed to “demand [that] the appellees identify their alleged client

retainer agreement, and original deed and loan package/corporate business authentic records;” and (2) the previous judges who ruled in her case did “not divulge[e] their legal jurisdiction and authority when demanded, [and] conceal[ed] their corporate affiliation[.]” But the scope of an appeal of an order granting or denying possession is quite limited. *See Manigan v. Burson*, 160 Md. App. 114, 119 (2004). “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.* A party may not raise issues in an appeal of an order granting possession which could have been properly raised in a motion to stay or dismiss a foreclosure or in timely filed exceptions. *Id.* Moreover, the ratification of the foreclosure sale is res judicata as to the validity of the foreclosure sale. *See Jones v. Rosenberg*, 178 Md. App. 54, 72 (2008). Here, all of appellant’s contentions relate to the propriety of the underlying foreclosure action. And they were either raised or could have been raised prior to the ratification of the foreclosure sale. Consequently, we shall not consider them on appeal.

In any event, Maryland Rule 14-102(a) provides that, “[i]f the purchaser of an interest in real property at a sale conducted pursuant to the Rules in this Title is entitled to possession and the person in actual possession fails or refuses to deliver possession, the purchaser or a successor in interest who claims the right of immediate possession may file a motion for judgment awarding possession of the property.” “To invoke [Rule 14-102], the purchaser 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). “[G]enerally, a purchaser of property at a foreclosure sale may be entitled to seek possession of that property when the sale is ratified by the Circuit Court.” *Empire Props., LLC v. Hardy*, 386 Md. 628, 651 (2005). In the instant case, Deutsche Bank purchased the property at the foreclosure sale through a credit bid, and the circuit court ratified that sale. It also received the deed to the property from the substitute trustee after the ratification order was entered. And there is no evidence in the record indicating that the property was being occupied by bona fide tenants. Consequently, Deutsche Bank had the right to obtain possession of the property under Maryland Rule 14-102, and the court did not err in granting the motion for judgment awarding possession.

Appellant also contends that the court erred in denying her motion for temporary injunction, wherein she sought to enjoin Deutsche Bank from gaining possession of the property. But, as we have previously noted, the ratification of the foreclosure sale was res judicata as to the validity of the sale. Thus, appellant’s claim that appellees had “failed to provide authenticated, verified, and admissible proof of [the debt],” did not provide a valid ground to grant a temporary injunction.

Finally, appellant asserts that the court violated her rights during the hearing on the temporary injunction by “not investigating the evidence presented showing that the court transcript of numerous proceedings, including the court docket had been tampered with and spoiled[.]” But our ability to review this claim is constrained, however, because she has not supplied a copy transcript of the hearing on that motion, despite being ordered by this Court to do so on June 25, 2024.

Appellants are required to ensure that the record on appeal contains the transcripts necessary for this Court to issue a decision. *See* Md. Rule 8-413(a) (listing the required contents of the record on appeal); Md. Rule 8-602(c)(4) (granting this Court the discretion to dismiss an appeal when the record does not comply with Rule 8-413). And it is appellant’s burden “to put before this Court every part of the proceedings below which were material to a decision in his favor.” *Lynch v. R. E. Tull & Sons, Inc.*, 251 Md. 260, 262 (1968). In *Kovacs v. Kovacs*, 98 Md. App. 289 (1993), this Court held that the party asserting error has the burden to show “by the record” that an error occurred. *Id.* at 303. “Mere allegations and arguments . . . , unsubstantiated by the record, are insufficient to meet that burden.” *Id.* Moreover, “[t]he failure to provide the court with a transcript warrants summary rejection of the claim of error.” *Id.* Because a transcript of the hearing on appellee’s motion for a temporary injunction is necessary to resolve appellant’s contention that the court erred in not considering certain evidence during that hearing, we must reject that claim of error.

**JUDGMENTS OF THE CIRCUIT
COURT FOR MONTGOMERY
COUNTY AFFIRMED. COSTS TO
BE PAID BY APPELLANT.**