

Circuit Court for Montgomery County
Case No. 412218V

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 293

September Term, 2024

SUSAN LINDAUER

v.

LAURA H.G. O’SULLIVAN, *et al.*

Beachley,
Albright,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: February 7, 2025

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

Susan Lindauer, appellant, appeals from an order issued by the Circuit Court for Montgomery County ratifying the foreclosure sale of her real property. For the reasons that follow, we shall dismiss the appeal.¹

The Supreme Court of Maryland has held that in a foreclosure action, “if [a] property is sold to a *bona fide* purchaser in the absence of a supersedeas bond[,]” a subsequent “appeal becomes moot” because “a reversal on appeal would have no effect.” *Mirjafari v. Cohn*, 412 Md. 475, 484 (2010) (italics added) (quotation marks and citation omitted). “The general rule requiring the filing of a *supersedeas* bond or alternative security has but two exceptions: (1) the occasion of unfairness or collusion between the purchaser and the trustee, and (2) when a mortgagee or its affiliate purchases the disputed property at the foreclosure sale.” *Id.* at 485.

The record does not demonstrate that Ms. Lindauer posted a *supersedeas* bond upon the filing of the present appeal. Additionally, neither of the exceptions to the rule requiring a *supersedeas* bond or other security applies. Here, the property was purchased by Talent Renovations, LLC (Talent Renovations) for the sum of \$620,000.² Talent Renovations was not the mortgagee. And Ms. Lindauer does not allege, nor is there anything in the

¹ On December 12, 2024, the circuit court entered an order denying appellant’s “Motion to Strike Ratification.” Thereafter, appellant filed in this Court a “Response to Denial of Motion to Strike Ratification” wherein she urged “the Appellate Court to issue a stay on any further payments by potential buyers” to the lender, “pending a release of their claim on this property[.]” To the extent appellant is requesting that we stay the foreclosure proceedings in the circuit court, we shall deny that motion.

² We note that in June 2023, appellees filed a motion to resell the property pursuant to Maryland Rule 14-305(g). That motion, however, was not granted by the circuit court.

record demonstrating, that Talent Renovations was affiliated with the mortgagee or that it colluded with the substitute trustees in purchasing the property. In fact, the record contains an affidavit from Talent Renovations, made under the penalty of perjury, stating that it was not acting as an agent for someone else, that there were no other interested principals, and that it did not discourage anyone else from bidding on the property. Consequently, in the absence of a *supersedeas* bond, the present appeal is moot and must be dismissed.³

**APPELLANT’S MOTION TO STAY
DENIED. APPEAL DISMISSED.
COSTS TO BE PAID BY
APPELLANT.**

³ Appellees, the substitute trustees, have also requested that we dismiss the appeal as having been untimely filed because the ratification order was entered on April 18, 2023, and the notice of appeal was not filed until April 11, 2024. However, Ms. Lindauer filed her “Motion to Strike Ratification,” which we construe as a motion to alter or amend the judgment, within 10 days after the ratification order was entered. And the filing of that motion tolled the time for her to appeal. *See* Maryland Rule 8-202(c). That motion was not denied by the trial court until December 13, 2024. Consequently, her notice of appeal was timely as to the court’s final judgment ratifying the sale. *See Edsall v. Anne Arundel Cnty.*, 332 Md. 502, 508 (1993) (holding that an appeal notice filed during the pendency of a timely post-judgment motion is effective, but its processing is delayed until the circuit court rules on the motion).