

Circuit Court for Charles County
Case No. C-08-CV-22-000234

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1385

September Term, 2023

JACKELYN MARIE MANSON

v.

BRITTANY M. TAYLOR, ET AL

Graeff
Arthur,
Woodward, Patrick L.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Arthur, J.

Filed: July 11, 2024

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In this foreclosure case, the Circuit Court for Charles County denied a homeowner's motion to set aside a foreclosure sale. The court did not, however, issue an order ratifying the sale of the property. The homeowner noted this appeal within 30 days after the entry of the order denying the motion to set aside the sale.

The substitute trustees have moved to dismiss the appeal, contending that the notice of appeal was premature. The substitute trustees argue that the order denying the motion to set aside the sale is neither a final judgment nor an appealable interlocutory order.

For the reasons stated in this opinion, we conclude that the homeowner's appeal is premature at this time. Accordingly, this appeal must be dismissed under Md. Rule 8-602(b)(1). The homeowner still may seek appellate review of the circuit court's rulings in this foreclosure action if the homeowner notes a timely appeal from a final judgment.

FACTUAL AND PROCEDURAL BACKGROUND

A. The Promissory Note and the Deed of Trust

On July 12, 2006, Jackelyn Manson entered into a loan agreement with American Express Bank, FSB. The parties executed a promissory note in the amount of \$222,000.

On the same date, Ms. Manson and American Express Bank executed a separate deed of trust creating a lien on a residential property owned by Ms. Manson in Charles County. The deed of trust provided that, if Ms. Manson defaulted on her payment obligations, she authorized the trustees appointed by the lender to sell the property and to use the proceeds to satisfy the debt owed to the lender.

By an undated special indorsement, American Express Bank indorsed the

promissory note to PNC Bank, National Association.

B. Money Judgment in Action to Recover under Promissory Note

In June 2009, PNC Bank filed a complaint against Ms. Manson in the Circuit Court for Charles County. *PNC Bank Nat'l Ass'n v. Jacelyn Manson*, Case No. 08-C-09-001674. PNC Bank alleged that Ms. Manson had defaulted under the terms of the promissory note.

Ms. Manson did not answer the complaint. PNC Bank moved for a default judgment. On December 2, 2009, the court entered a default judgment in favor of PNC Bank and against Ms. Manson in the amount of \$259,351.37. The clerk recorded the entry of judgment on that date and issued a notice of the recorded judgment.

Four months later, a different judge from the same court issued an order vacating the default judgment. The order stated that the default judgment had been “entered in error.” On June 10, 2010, the court issued an order of default under Md. Rule 2-613(b) and directed the clerk to issue a notice informing Ms. Manson of her right to move to vacate the order of default within 30 days.

Ms. Manson did not move to vacate the order of default. PNC Bank again moved for a default judgment in its favor. On August 13, 2010, the court held a hearing to determine the amount of damages. The court determined that PNC Bank should be awarded damages in the amount of \$262,521.48.

More than a year later, on August 22, 2011, the circuit court entered an order titled “Order of Court Nunc Pro Tunc.” The order stated that, after the hearing on August 13, 2010, “the judgment should have been re-entered, which the clerk failed to do.” The

court directed the entry of judgment in favor of PNC Bank and against Ms. Manson “in the amount of \$262,521.48, nunc pro tunc.” The clerk recorded a judgment in the amount of \$262,521.48 “plus interest nunc pro tunc from 8/13/10 and court costs.”

C. Foreclosure Action Initiated by Trinity Financial Services

Several years after obtaining a money judgment in the collection action, PNC Bank assigned the deed of trust to US Mortgage Resolution, LLC, which subsequently assigned the deed of trust to Trinity Financial Services, LLC.

In 2022, Trinity Financial Services appointed Brittany Taylor and other persons as substitute trustees under the deed of trust. On April 26, 2022, the substitute trustees initiated a foreclosure action by filing an order to docket in the Circuit Court for Charles County. *Brittany Taylor, et al. v. Jackelyn Manson*, Case No. C-08-CV-22-000234.¹

Along with the order to docket, the substitute trustees provided copies of the promissory note and deed of trust dated July 12, 2006. In accompanying affidavits, an agent of Trinity Financial Services affirmed that Trinity Financial Services is the owner of the promissory note secured by the deed of trust and that Ms. Manson had defaulted under the terms of those instruments. The agent claimed that Ms. Manson owed a total of \$467,412.24. That total included: “Principal Balance” of \$214,409.06; “Accrued Interest” from January 2009 to April 2022 in the amount of \$250,183.18; and “Accrued Late Charges” of \$2,820.00.

¹ Brittany Taylor, a named party in this appeal, is no longer a substitute trustee. Five months after initiating the foreclosure action, Trinity Financial Services appointed William Savage and others as successor trustees.

After Trinity Financial Services filed a final loss mitigation affidavit, Ms. Manson requested foreclosure mediation. The mediation took place on May 25, 2023, but the parties did not reach an agreement. Under Md. Rule 14-211(a)(2)(A)(iii), Ms. Manson was permitted to file a motion to stay the sale of the property and to dismiss the foreclosure action within 15 days after the date of mediation.

Exactly 15 days after the mediation was held, Ms. Manson, representing herself, filed a document titled “Line.” Ms. Manson asserted that the “documents” at issue in the foreclosure action were “from Case 08-C-09-1674[,]” the case in which PNC Bank had obtained a money judgment based on claims under the promissory note. Ms. Manson asserted that “[t]hese documents” had “expired pursuant to Md. Rule 2-625.” Under that Rule, a money judgment expires 12 years from the date of entry unless the judgment holder renews the judgment. Ms. Manson asserted: “The expired money judgment therefore voids the lien.”

Along with her filing, Ms. Manson provided copies of documents from the PNC Bank action, including the “Nunc Pro Tunc” order entered on August 22, 2011. Ms. Manson stated that the nunc pro tunc order “was issued to correct the date entered in the court records.” Ms. Manson asserted that Trinity Financial Services failed to “underst[and]” that “the underlying doc[ument]s were expired and a foreclosure was no longer an option to recover on the judgment.” Finally, Ms. Manson wrote: “This is another attempt to resolve the case for foreclosure.”

The Line filed by Ms. Manson did not include any request for relief, nor did it include a hearing request. Nevertheless, the court made a notation on the document that

reads “SET FOR HEARING” and sent copies to the parties.

The substitute trustees proceeded to schedule a foreclosure auction for July 11, 2023.

On June 29, 2023, Ms. Manson filed a motion to stay the sale of the property and to dismiss the foreclosure action under Md. Rule 14-211, along with a request for a hearing. Ms. Manson asserted that the foreclosure action was “invalid” and “barred” by Md. Rule 2-625, which provides that a money judgment expires 12 years after the date of entry of judgment or the date of renewal.² Ms. Manson attributed the “delay [in] filing this motion” to the substitute trustees’ purported failure “to respond to subpoenas” and “to provide all pages of mandated foreclosure forms.”

In her motion, Ms. Manson argued that principles of res judicata precluded the foreclosure action. Ms. Manson asserted that, in the PNC Bank action, “an Order Nunc Pro Tunc was written to correct the judgment entry date to June 2, 2010[.]” Ms. Manson argued that, by operation of Md. Rule 2-625, the 12-year period for enforcement or renewal of the money judgment “began to run June 2, 2010 and expired June 2, 2022.” Ms. Manson argued: “Any attempt to renew the judgment would be ineffective because a judgment can only be renewed by the judgment holder.”

² Manson referred to Md. Rule 2-625, the rule governing the expiration and renewal of a money judgment, as a “statute of limitations.” Section 5-102(a)(3) of the Courts and Judicial Proceedings Article of the Maryland Code establishes a 12-year statute of limitations for an action on a judgment. “Md. Rule 2-625 implements the limitations period found in [section 5-102]’ by explaining when a judgment expires and can be renewed.” *Lowery v. Hoang*, 240 Md. App. 240, 244 n.5 (2019) (quoting *State, Comptroller of Maryland v. Shipe*, 221 Md. App. 425, 435 (2015)), *rev’d on other grounds*, 469 Md. 95 (2020).

The substitute trustees filed no response in opposition to Ms. Manson’s motion to stay the sale of the property and to dismiss the foreclosure action. The circuit court made no ruling on the motion.

The substitute trustees proceeded to conduct the foreclosure auction as scheduled on July 11, 2023. The substitute trustees filed a report of sale stating that the property had been sold to “Laurel Kings Holdings, LLC,” the highest bidder, for \$519,000.00.³

D. Motion to Vacate Foreclosure Sale

On July 18, 2023, Ms. Manson filed a motion asking the court to “vacate the July 11, 2023 foreclosure sale.” In her motion, Ms. Manson asserted that the foreclosure sale was “invalid” or “void . . . because it was prohibited by MD Rule 2-625.” Ms. Manson asserted that the “underlying instruments” at issue in the foreclosure action had been “adjudicated and reduced to a money judgment” which had “expir[ed] June 2022.” Ms. Manson referred to her previous motion to stay the sale or dismiss the foreclosure action under Md. Rule 14-211. Ms. Manson asserted that she had “raised these allegations of invalidity not only before the foreclosure but now after the sale in a motion opposing the ratification of the sale.”

The court scheduled a hearing on Ms. Manson’s motion to vacate the foreclosure sale. The substitute trustees filed a response opposing the motion.

The substitute trustees characterized their response as a response “in opposition to Defendant’s Exceptions to Sale[.]” Throughout their response, the substitute trustees

³ In subsequent filings, the substitute trustees claim that the property was sold to “the noteholder.”

treated Ms. Manson’s motion to vacate the foreclosure sale as exceptions to the sale of the property under Md. Rule 14-305(d). The substitute trustees argued that the “Exceptions” did not “comply with Maryland Rule 14-305(d)” because the motion failed to “raise any allegations as to the validity or propriety of the sale” that occurred on July 11, 2023. The substitute trustees also argued that “post-sale exceptions may not contain pre-sale allegations that could have been raised prior to sale.”⁴ The substitute trustees asked the court to “deny [Ms. Manson’s] exceptions” and to ratify the foreclosure sale.

Ms. Manson moved to strike the substitute trustees’ response to her motion. Ms. Manson again argued that the money judgment against her had “expired in June 2022” and that the foreclosure action was “time-barred[.]”

The circuit court issued a notice directing the parties to appear for a hearing on Ms. Manson’s “Motion . . . To Vacate” the foreclosure sale. On August 17, 2023, the circuit court conducted the scheduled hearing on Ms. Manson’s motion to vacate the foreclosure sale, as well as her motion to strike the substitute trustees’ opposition.

During the hearing, Ms. Manson argued that, under the rule of merger, any rights under the promissory note or the deed of trust terminated with the money judgment in favor of PNC Bank. Ms. Manson also argued that, in the PNC Bank action, the clerk had incorrectly recorded the date of judgment as August 22, 2011, rather than June 10, 2010. Ms. Manson theorized that, because PNC Bank had failed to renew the money judgment

⁴ The substitute trustees noted that Manson had “filed a Motion to Stay on June 29, 2023” but stated that the foreclosure sale proceeded as scheduled on July 11, 2023, because “there was no stay in place and the loan remained default.”

within 12 years, that judgment had expired on June 10, 2022, and could no longer be renewed. Ms. Manson argued that the expiration of the money judgment “extinguished” any rights to recover under the deed of trust. Ms. Manson further argued that, because PNC Bank had never “transferred” the judgment to another party, Trinity Financial Services and the substitute trustees lacked “standing” to foreclose. For those reasons, Ms. Manson asked the court to vacate the foreclosure sale and to decline to ratify the sale.

Opposing the motion, the substitute trustees argued that, unless the underlying debt has been repaid, obtaining a money judgment in an action to collect under a promissory note does not preclude enforcement of a deed of trust in a foreclosure action. The substitute trustees asserted that, even if the money judgment in the collection action had expired on June 10, 2022, the substitute trustees had initiated the foreclosure action on April 26, 2022, *before* the end of the purported 12-year period for expiration or renewal of the money judgment. The substitute trustees also argued that, because a foreclosure sale had already taken place, Ms. Manson could no longer raise any defenses to the substitute trustees’ right to foreclose. According to the substitute trustees, because Ms. Manson was raising “post-sale exceptions,” the scope of her motion was “narrowly limited” to raising challenges to the propriety or conduct of the foreclosure sale.

At the end of the hearing, the circuit court announced that it would deny Ms. Manson’s motion. On the same date, the court entered an order denying Ms. Manson’s motion to vacate the foreclosure sale. The order stated that the court had considered Ms. Manson’s “exceptions” to the foreclosure sale and that her exceptions “are hereby DENIED[.]” The order further stated that “the foreclosure sale is hereby able to proceed

under due process.” By a separate order, the court denied Ms. Manson’s motion to strike the substitute trustees’ opposition.

Within 30 days after the court entered the order denying Ms. Manson’s motion to vacate the foreclosure sale, Ms. Manson filed a notice of appeal.

Although the court denied Ms. Manson’s motion to vacate the foreclosure sale, the court did not issue any order ratifying or declining to ratify the foreclosure sale. At present, the request for ratification of the sale remains undecided.⁵

QUESTIONS PRESENTED

In this appeal, Ms. Manson seeks reversal of the order denying her motion to vacate the foreclosure sale. Ms. Manson asks this Court to remand the case to the circuit court “with instructions that the sale should not be ratified, and the case should be dismissed and/or stayed.”

In her brief, Ms. Manson contends: that the doctrine of merger precludes a foreclosure action after PNC Bank obtained a judgment against Ms. Manson in the action to recover under the promissory note; that Trinity Financial Services has no right to

⁵ Meanwhile, in the separate action to recover on the promissory note (*PNC Bank Nat’l Ass’n v. Manson*, No. 08-C-09-001675), Ms. Manson filed motions asking the court to revise the date of the entry of the money judgment against her. In response, PNC Bank notified the court that it had “assigned the deed of trust and underlying obligation” to US Mortgage Resolution, LLC, which made a subsequent assignment to Trinity Financial Services. PNC Bank argued that it would be “inappropriate” for PNC Bank to take any position on Ms. Manson’s motions because Trinity Financial Services was “the real party in interest in this proceeding.” Eventually, in March 2024, the circuit court denied Ms. Manson’s motions, stating that the court could not grant relief unless Trinity Financial Services had been properly served and that Ms. Manson had failed to effect service on Trinity Financial Services.

foreclose because PNC Bank never assigned the prior judgment to Trinity Financial Services; that the foreclosure proceeding was improper because Ms. Manson established doubt as to the validity of the lien and the lien instruments; that Ms. Manson was denied due process of law in the foreclosure proceedings; and that a three-year statute of limitations bars this foreclosure action.⁶

In their appellate brief, the substitute trustees included a motion to dismiss this appeal. The substitute trustees contend that the order denying Ms. Manson’s motion to vacate the foreclosure sale is neither a final judgment nor an appealable interlocutory order. Consequently, the substitute trustees argue, this Court lacks appellate jurisdiction, and the appeal must be dismissed.

The substitute trustees further contend that, if this Court does not dismiss the

⁶ Many of the arguments made by Ms. Manson are similar to arguments made in an unrelated appeal that was decided while this appeal was pending. *Estate of Brown v. Ward*, 261 Md. App. 385 (2024). In her appellate brief, Manson raised the following questions, which we quote:

1. Through its appointed Substitute Trustees, may a stranger to a non-assigned Maryland judgment subsequently utilize a purported contractual right for a summary action that was not clearly preserved in the loan documents or by the prior Maryland judgment? []
2. Did the Circuit Court abuse its discretion or err by denying Appellant’s timely challenges to the validity of the underlying lien and lien instrument by rubber-stamping Appellees claims that it had a valid right to foreclose? []
3. Does Title 14 of the Maryland Rules foreclosure process, as carried out by the Appellees and the Circuit Court in this instance, deny parties like the Appellant due process and a fair and reasonable opportunity to challenge a claimed right to foreclose? []

appeal, then this Court should affirm the circuit court’s order. The substitute trustees argue that the circuit court did not err when it denied Ms. Manson’s motion to vacate the foreclosure sale.

This discussion will begin by addressing the substitute trustees’ motion to dismiss the appeal. We conclude that Ms. Manson’s appeal is premature at this time.

Consequently, the appeal must be dismissed. Because the appeal must be dismissed on that ground, we will not address the merits of the challenges raised by Ms. Manson.

MOTION TO DISMISS APPEAL

The substitute trustees have moved to dismiss this appeal. The substitute trustees observe that Ms. Manson filed a notice of appeal within 30 days after the entry of the order denying her motion to vacate the foreclosure sale. The substitute trustees characterize this motion as “exceptions to a foreclosure sale.” The substitute trustees argue that an interlocutory order that denies exceptions to a foreclosure sale is not an appealable order.

Although Ms. Manson filed a reply brief, her reply brief did not include any argument opposing the substitute trustees’ motion to dismiss the appeal. The reply brief merely advanced other arguments concerning the merits of her appeal.

Under Md. Rule 8-602(b), this Court is required to dismiss an appeal, on motion or on its own initiative, if the appeal is not allowed by law or if the notice of appeal was not filed within the prescribed time period. In Maryland, the right to appeal “only exists to the extent it has been ‘legislatively granted.’” *Mayor & City Council of Baltimore v. ProVen Mgmt., Inc.*, 472 Md. 642, 665 (2021) (quoting *Gisriel v. Ocean City Bd. of*

Supervisors of Elections, 345 Md. 447, 485 (1997)).

The principal statute granting the right of appeal states that “a party may appeal from a final judgment entered in a civil or criminal case by a circuit court.” Md. Code (1974, 2020 Repl. Vol.), § 12-301 of the Courts and Judicial Proceedings Article (“CJP”). In general, an order is not a final judgment unless it adjudicates or completes the adjudication of all claims raised in the action. Md. Rule 2-602(a). To qualify as a final judgment, an order “must be ‘so final as either to determine and conclude the rights involved or to deny the appellant the means of further prosecuting or defending his or her rights and interests in the subject matter of the proceeding.’” *Metro Maint. Sys. South, Inc. v. Milburn*, 442 Md. 289, 299 (2015) (emphasis omitted) (quoting *Rohrbeck v. Rohrbeck*, 318 Md. 28, 41 (1989)).

As the substitute trustees correctly observe, an order denying a party’s exceptions to a foreclosure sale is not a final judgment in a foreclosure action. The primary object of a foreclosure action “is to determine the rights of all persons as to their interests in the subject property.” *Huertas v. Ward*, 248 Md. App. 187, 201 (2020). “Even after a purchaser buys a property at a foreclosure sale, the transaction remains incomplete until the sale is approved by the court.” *Id.* at 202. Under Maryland 14-305(e), a party to the foreclosure action may take exceptions and ask the court to set aside the sale. An order denying a party’s exceptions to a foreclosure sale is not a final judgment because it does not include any final determination of the parties’ rights in the real property. *See McLaughlin v. Ward*, 240 Md. App. 76, 83-84 (2019). Even after the denial of a party’s exceptions, the court must still decide whether or not to ratify the sale. *Id.* at 83-84.

In a foreclosure action, “a court does not enter a final judgment at least until it has ratified the foreclosure sale.” *McLaughlin v. Ward*, 240 Md. App. at 83 (citing *Baltimore Home Alliance, LLC v. Geesing*, 218 Md. App. 375, 383 & n.5 (2014)). When a court enters an order ratifying the foreclosure sale, the ratification order “is a final judgment as to any rights in the real property,” and is therefore appealable as a final judgment in the action. *Huertas v. Ward*, 248 Md. App. at 205; *see also O’Sullivan v. Kimmett*, 252 Md. App. 653, 673 (2021) (recognizing that “a final order of ratification of sale is a final appealable order”).

In the present case, Ms. Manson filed a motion asking the circuit court to “vacate the July 11, 2023 foreclosure sale[.]” Ms. Manson, representing herself, drafted the motion on a template titled “Motion (Md. Rule 2-311),” which refers to the general rule governing motions made in the circuit court. The body of the motion described it as a “motion opposing ratification of the sale.” The motion was not expressly designated as “exceptions” to the sale, nor did it cite Md. Rule 14-305, the rule that authorizes exceptions to a foreclosure sale. In any event, the relief that she requested was substantively the same as the relief that the court may grant when ruling on a party’s exceptions to a foreclosure sale: setting aside the sale and declining to ratify the sale. *See* Md. Rule 14-305(e).⁷

Opposing the motion, the substitute trustees characterized the motion as

⁷ The motion also included a confusing sentence in which Ms. Manson appeared to ask the court to “treat[.]” her motion as “exceptions to the sale[.]” That sentence reads: “The circuit court known to have treated the motion as exceptions to the sale and afforded a hearing on the matters like these raised in the motion.”

“exceptions” to the foreclosure sale. During the hearing, Ms. Manson did not dispute this characterization of her motion. Ultimately, the circuit court treated her motion as exceptions to the sale. In its order denying the motion, the court stated that it had considered Ms. Manson’s “exceptions” and ordered that her “Exceptions to the foreclosure sale” were denied.

In her appellate brief, Ms. Manson resists the characterization of her motion to vacate the foreclosure sale as “exceptions.” When describing the procedural facts, Ms. Manson writes that the substitute trustees responded to her motion “under the guise of a response to a post-sale motion for exceptions.”

Even if we decline to characterize her motion as “exceptions,” characterizing her motion as a motion to vacate the sale would not affect the analysis of whether the ruling denying her motion was a final judgment. In substance, the order refused to set aside a sale, but it did not decide whether to ratify the sale. The order, however it might be characterized, was not an order ratifying the sale of the property. The order, therefore, was not a final judgment in the foreclosure action. *See McLaughlin v. Ward*, 240 Md. App. at 83-84; *Huertas v. Ward*, 248 Md. App. at 204.

In *McLaughlin v. Ward*, 240 Md. App. at 85-89, this Court held that an order that denied a party’s exceptions to a foreclosure sale (but did not ratify the sale) was not appealable under any of the exceptions to the general requirement that parties must await a final judgment on all claims in the action before taking an appeal. This Court explained: “[T]here are only three exceptions to that final judgment requirement: appeals from interlocutory orders specifically allowed by statute; immediate appeals permitted

under Maryland Rule 2-602; and appeals from interlocutory rulings allowed under the common law collateral order doctrine.” *Id.* at 85 (quoting *Salvagno v. Frew*, 388 Md. 605, 615 (2005)). This Court determined that the order was not one of the orders listed in CJP § 12-303, which authorizes appeals from certain interlocutory orders in a civil case. *McLaughlin v. Ward*, 240 Md. App. at 85-86. The order could not properly be certified as a final judgment as to one or more, but fewer than all, of the claims or parties under Md. Rule 2-602(b). *Id.* at 86-88. Finally, the order failed to meet the requirements of the collateral order doctrine. *Id.* at 88-89. Because the appellant had appealed before the entry of the final judgment, and the order did not fall within an exception to the final judgment requirement, the Court was required to dismiss the appeal as premature. *Id.* at 89.

In the present case, Ms. Manson has not argued that the order denying her motion to vacate the foreclosure sale is appealable under CJP § 12-303, Rule 2-602(b), or the collateral order doctrine. In light of *McLaughlin v. Ward*, 240 Md. App. at 85-89, we perceive no reason why the order might be appealable on one of those grounds.

It is true that certain interlocutory orders in a foreclosure action are appealable. In foreclosure cases, “[a] borrower may take an immediate appeal from an order denying a motion to stay the sale of the property and dismiss a foreclosure action, even though the order is not a final judgment.” *Huertas v. Ward*, 248 Md. App. at 202. A motion to stay the sale of property and dismiss a foreclosure action includes a request for injunctive relief, insofar as it seeks a court order prohibiting a contemplated sale of the property. *Id.* (citing *Bates v. Cohn*, 417 Md. 309, 318-19 (2010)). Section 12-303 of the Courts and

Judicial Proceedings Article expressly grants a statutory right of appeal from certain interlocutory orders entered in a civil case. One of these interlocutory orders is an order “[r]efusing to grant an injunction[.]” CJP § 12-303(3)(iii). “Because a stay is one type of injunction, an order denying a request for a stay of the sale of the property is appealable as an order refusing to grant an injunction.” *Huertas v. Ward*, 248 Md. App. at 202 (citing *Fishman v. Murphy ex rel. Estate of Urban*, 433 Md. 534, 540 n.2 (2013); *Tower Oaks Blvd., LLC v. Procida*, 219 Md. App. 376, 390 n.1 (2014)); *see also Andrews v. O’Sullivan*, 256 Md. App. 532, 540 (2022).

In their motion to dismiss this appeal, the substitute trustees acknowledge that a homeowner has a right to appeal from an interlocutory order denying a motion to stay the sale of the property and dismiss a foreclosure action under Md. Rule 14-211. The substitute trustees also observe that Ms. Manson made what they describe as “a late-filed Rule 14-211 motion” in the foreclosure case. The substitute trustees point out, however, that the circuit court never made any ruling on her motion. Rather, her motion remained pending when the foreclosure sale occurred.

Afterwards, Ms. Manson filed her motion to vacate the foreclosure sale. The circuit court scheduled a hearing on her motion, but the hearing notice did not mention the previously-filed motion under Md. Rule 14-211. The court did not mention the undecided Rule 14-211 motion in its order denying the motion to vacate the foreclosure sale. When the court denied the motion to vacate the foreclosure sale, the court stated that it was treating the motion as “exceptions” and denying the “Exceptions to the foreclosure sale.”

Under the circumstances, the circuit court’s order was not an order refusing to grant an injunction under CJP § 12-303(3)(iii). The order cannot be fairly construed as an order denying Ms. Manson’s previously-filed motion for a stay of the sale of the property under Md. Rule 14-211. By all indications, the circuit court has never ruled on that pending motion. The court ruled on the motion presented to it at the hearing, Ms. Manson’s motion to set aside the foreclosure sale. That motion did not request injunctive relief. In that motion, Ms. Manson was seeking to set aside a sale after it already occurred; she was not seeking to enjoin a contemplated sale from occurring. Thus, the circuit court was not denying a request for injunctive relief when it denied her motion to vacate the sale.

In sum, we conclude that the order denying Ms. Manson’s motion to vacate the foreclosure sale is not a final judgment or otherwise an appealable interlocutory order. Consequently, this appeal must be dismissed under Md. Rule 8-602(b)(1).

The dismissal of this appeal does not mean that Ms. Manson has lost the right to seek appellate review of the circuit court’s rulings in the foreclosure action. As the substitute trustees recognize, this appeal was “premature” at the time that it was taken. If the circuit court does ratify a foreclosure sale in the future, Ms. Manson would have the right to take an appeal from the final judgment ratifying the sale. *See Huertas v. Ward*, 248 Md. App. at 204-05. Maryland Rule 8-131(d) provides that, “[o]n an appeal from a final judgment, an interlocutory order previously entered in the action is open to review by the [appellate court] unless an appeal has previously been taken from that order and decided on the merits by the [the appellate court].” Thus, in a timely appeal taken from

an order ratifying the sale, the appellate court would have authority to review prior interlocutory decisions made by the circuit court in the foreclosure action. *Huertas v. Ward*, 248 Md. App. at 204 n.6 (citing *Granados v. Nadel*, 220 Md. App. 482, 497 n.13 (2014)); see *Svrcek v. Rosenberg*, 203 Md. App. 705, 720-21 (2012). At present, however, this Court lacks appellate jurisdiction to consider any of the contentions raised by Ms. Manson on appeal.

MOOTNESS

As explained above, we have granted the substitute trustees’ motion to dismiss the appeal under Md. Rule 8-602(b)(1), which requires this Court to dismiss an appeal if “the appeal is not allowed by these Rules or other law[.]”

Maryland Rule 8-602(b)(8) also provides that this Court may dismiss an appeal if “the case has become moot.” As of the date of the filing of this opinion, it appears from the record that the foreclosure case has become moot.

On May 31, 2024, while this appeal was pending, the substitute trustees filed a motion in the circuit court stating that the substitute trustees “desire[d] that this case be dismissed without prejudice.” One week later, the court entered an order dismissing the foreclosure action without prejudice.⁸

Thirteen days after the court granted the motion to dismiss the foreclosure action, the substitute trustees moved to vacate the dismissal order that they had requested. The

⁸ *But see In re Emileigh F.*, 355 Md. 198, 202-04 (1999) (holding that the circuit court errs in dismissing a case while an appeal is pending, because the dismissal defeats the appellant’s right to appellate review and frustrates the actions of the appellate court).

substitute trustees stated: “The noteholder foreclosure purchaser has confirmed that the foreclosure case should not be dismissed.” The substitute trustees asked the court to vacate the dismissal order “so that this action may proceed in due course with post sale activities.” In response, Ms. Manson asked the court to deny the motion to vacate the dismissal order. As of the date of filing of this opinion, the circuit court has not yet ruled on the substitute trustees’ motion to vacate the dismissal order.

“Generally, a case is moot if no controversy exists between the parties or ‘when the court can no longer fashion an effective remedy.’” *D.L. v. Sheppard Pratt Health Sys., Inc.*, 465 Md. 339, 351-52 (2019) (quoting *In re Kaela C.*, 394 Md. 432, 452 (2006)). In this case, an appellate decision might result in affirming, reversing, or vacating the interlocutory order that denied the motion to set aside the foreclosure sale. Under any of these potential outcomes, the case would return to the circuit court, which has not ratified the sale. Any appellate decision would not alter the circuit court’s decision to dismiss the entire action at the request of the substitute trustees. Because the court has already dismissed the action, the court will have no need to decide whether to ratify the sale.

At present, therefore, it appears that there is no remaining controversy to be adjudicated in the circuit court. Nevertheless, the court has not yet ruled on the substitute trustees’ motion to vacate the dismissal order under the court’s revisory powers. There is at least some possibility that the court might grant the revisory motion, vacate its dismissal order, and reinstate the foreclosure action.

Under the circumstances, it is unnecessary to decide whether this appeal should be

dismissed on the ground of mootness. Regardless of whether the case has become moot, we are required to dismiss the appeal under Md. Rule 8-602(b)(1).

**APPELLEES' MOTION TO DISMISS
APPEAL GRANTED. APPEAL
DISMISSED. COSTS TO BE PAID BY
APPELLANT.**

The correction notice(s) for this opinion(s) can be found here:

<https://mdcourts.gov/sites/default/files/import/appellate/correctionnotices/cosa/unreported/1385s23cn.pdf>