

Circuit Court for Baltimore County  
Case No. C-03-CV-23-003400

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND

No.1984

September Term, 2023

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DARRELL HARRIS

v.

LAURA H.G. O’SULLIVAN, ESQUIRE, *et al.*

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Leahy,  
Kehoe, S.,  
Eyler, James R.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: August 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.

After Darrell Harris, appellant, defaulted on his deed of trust home loan, Laura H.G. O’Sullivan, Esquire, and Michael T. Cantrell, Esquire, appellees, acting as substitute trustees, filed an Order to Docket Foreclosure in the Circuit Court for Baltimore County. Appellant responded by filing eight motions to dismiss the foreclosure action, several of which were duplicative. He also filed six counterclaims, naming as defendants, appellees; Bank of America, N.A. (BANA), the lender; and Amanda Dopp, an employee of BANA. The court issued separate orders denying appellant’s motions to dismiss and dismissing his counterclaims. This appeal followed. Although appellant raises fifteen issues on appeal, we conclude that only one issue is properly before us, which we rephrase: whether appellees had the right to initiate the foreclosure action because the promissory note secured by the Deed of Trust was not recorded in the Land Records. For the reasons that follow, we shall affirm.

As an initial matter, BANA and Ms. Dopp have filed a motion to dismiss the appeal as having been taken from a non-final judgment. We agree that no final judgment has been entered because in a foreclosure action, an order ratifying a foreclosure sale constitutes the “final judgment as to any rights in the real property[.]” *Huertas v. Ward*, 248 Md. App. 187, 205 (2020). Moreover, no exception to the final judgment rule applies with respect to the court’s order dismissing appellant’s counterclaims. We have held, however, that the denial of a motion to stay or dismiss the foreclosure sale pursuant to Maryland Rule 14-211 is immediately appealable because it seeks to enjoin the foreclosure sale. *Id.* at 207-08. Consequently, we shall deny the motion to dismiss but limit the scope of the appeal to orders denying appellant’s motions to dismiss.

In addition to limiting the scope of the appeal, we will only consider one of the issues raised by appellant with respect to the denial of his motions to dismiss: whether appellees have the right to initiate the foreclosure action because the promissory note secured by the Deed of Trust was not recorded in the Land Records. That is because of the fifteen questions presented, appellant only addresses two of those questions with any particularity in the argument section of his brief. *See Diallo State*, 413 Md. 678, 692-93 (2010) (noting that arguments that are “not presented with particularity will not be considered on appeal” (quotation marks and citation omitted)). And appellant’s second contention, that appellees lacked standing because of various defects in the Deed of Appointment of Substitute Trustee, was not raised in any of his motions to dismiss filed in the circuit court. Consequently, that claim is not preserved for appellate review. *See* Maryland Rule 8-131(a) (noting that an appellate court will not ordinarily decide an issue “unless it plainly appears by the record to have been raised in or decided by the trial court”).

Turning to the only issue that is properly before us, we find no support for appellant’s assertion that Sections 7-101 or 7-103 of the Real Property Article, or any other Maryland statute or rule, require that a promissory note be recorded in the Land Records before a foreclosure action can be initiated. Nor was there such a requirement set forth in either the Purchase Money Deed of Trust or the Promissory Note that were signed by appellant. Consequently, appellant’s claim that the failure to record the promissory note somehow constituted a breach of contract, and thus prevented the substitute trustees from initiating the foreclosure action, is wholly lacking in merit.

Finally, we find equally meritless appellant’s contention that by signing the Deed of Trust, he “transferred his interest in the real property to the trustee as a means of payment for the debt” and thus “transferred the right and responsibility to make the payments [on the debt] to the trustee.”

Appellant ultimately has the burden of demonstrating that the court erred in denying his motions to dismiss the foreclosure action. Because he has not done so, we shall affirm the judgment.

**MOTION TO DISMISS APPEAL  
DENIED. JUDGMENT OF THE  
CIRCUIT COURT FOR BALTIMORE  
COUNTY AFFIRMED. COSTS TO  
BE PAID BY APPELLANT.**