

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1990

September Term, 2023

DONNELL KELLY

v.

TAMMIE KELLY

Graeff,
Leahy,
Tang

JJ.

Opinion by Tang, J.

Filed: March 14, 2025

*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).

This appeal arises from a divorce proceeding involving Donnell Kelly (“Husband”), appellant, and Tammie Kelly (“Wife”), appellee. A detailed recitation of the facts is not necessary to resolve the question presented in this appeal. Suffice it to say that, following a trial on the merits, the Circuit Court for Baltimore City delivered its oral ruling and subsequently entered an order for judgment of absolute divorce. Among other things, the court ordered that a court-appointed trustee sell a parcel of real property held jointly by the parties.

Husband, *pro se*, timely filed this appeal. In an informal brief, he asks this Court to vacate the portion of the order regarding the sale of the property because “it does not comply with the Maryland’s Mortgage Foreclosure Process-Financial Regulation.” The entirety of his argument is as follows:

Maryland’s Mortgage Foreclosure Process-Financial Regulation requires mortgage servicer to mails [sic] a Notice of Intent to Foreclose (NOI) to the homeowner after the first missed payment or other contractual default on a mortgage.^[1] [Wife’s] attorney did not present a Notice of Intent to Foreclose (NOI) from the mortgage servicer during the Absolute Divorce Hearing[.]

The Judge did not ask for a Notice of Intent to Foreclose from the [parties] produced by the mortgage servicer or ordered [sic] the Mortgage Foreclosure Process-Financial Regulations procedures to be followed[.] [Wife’s] attorney’s conduct in this manner was in violation of MD Rules Attorneys, Rule 19-300.1[.]^[2]

¹ We presume Husband is referring to the notice required in § 7-105.1(c)(1) of the Real Property Article of the Maryland Code, which provides: “[a]t least 45 days before the filing of an action to foreclose a mortgage or deed of trust on residential property, the secured party shall send a written notice of intent to foreclose to the mortgagor or grantor and the record owner.”

² Maryland Rule 19-300.1 is the “Preamble” of the Maryland Attorneys’ Rules of Professional Conduct.

Wife responds that Husband’s arguments were not preserved for appellate review. Alternatively, she asserts that foreclosure rules and procedures are inapplicable in a divorce case.³ We agree with Wife on both points.

During trial, Husband did not object to the sale of the property for any of the reasons he is now raising on appeal. Nor did he object to the court’s oral ruling regarding the decision to sell the property based on any of these reasons. *See* Md. Rule 8-131(a) (“Ordinarily, the appellate court will not decide any other issue [except jurisdiction] unless it plainly appears to have been raised in or decided by the trial court[.]”).

Even if Husband had preserved his claims of error, they would not have affected the outcome of this appeal. The order for the sale of the property was not issued in an action to foreclose a mortgage or deed of trust but as part of a divorce action to equitably divide marital property. *See Brewer v. Brewer*, 156 Md. App. 77, 114 (2004) (in a divorce proceeding, “the trial judge may either grant a monetary award to adjust the equities of the parties, or, in the case of property owned by both of them, order that the property be sold, and the proceeds divided equally”) (citation omitted); Family Law Article § 8-202(b)(2) (authorizing the court to order that property owned by both parties in a divorce action be sold and the proceeds be divided between them). Therefore, the mortgage foreclosure procedures would not apply to the sale of the property in this action. For the reasons stated, we affirm the judgment of the circuit court.

³ Wife’s brief includes a motion to strike Husband’s brief as untimely. The motion is denied.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE CITY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**