No. 26-

IN THE
Supreme Court of the United States

ANTOINETTE WILLIAMS,

Petitioner,

v.

LOGS LEGAL GROUP, LLP,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE APPELLATE COURT OF MARYLAND

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED FOR REVIEW

1. Whether state courts are obligated to confirm compliance with federal law before ratifying a foreclosure sale involving a federally insured mortgage even when those issues are not raised by a mortgagor.

PARTIES TO PROCEEDING

Petitioner, Antoinette Williams was the Appellant and defendant in the circuit court proceeding.

Tameka Williams was a named defendant in the circuit court proceeding but holds no interest in the subject property and did not participate in any of the proceedings below.

Respondent, LOGS Legal Group, LLP, was the Appellee and plaintiff/substitute trustees in the circuit court on behalf of Carrington Mortgage Services, LLC, servicer on the loan. It is a limited partnership organized under the laws of the State of North Carolina. The Respondent is not a publicly traded company with a stock ticker label.

LIST OF RELATED CASES

Pursuant to Supreme Court Rule 14.1(b)(iii), the following proceedings are directly related to this case.

LOGS Legal Group, LLC v. Antoinette Williams, et al., No. CAEF22-12959, Circuit Court of Maryland for Prince George's County. Exceptions Denied March 7, 2024, Reconsideration Denied March 20, 2024.

Antoinette Williams v. LOGS Legal Group, LLC, No. ACM-REG-0246-2024, Appellate Court of Maryland. Judgment affirmed (unreported opinion) December 26, 2025.

Antoinette Williams v. LOGS Legal Group, LLC, No. ACM-PET-0483-2025, Supreme Court of Maryland. Certiorari denied April 27, 2026.

TABLE OF CONTENTS

Page

Table of Contents

TABLE OF APPENDICES

Table of Appendices

Page

TABLE OF CITED AUTHORITIES

Page

Cases

Page

Constitutional Provisions

Statutes and Other Authorities

PETITION FOR WRIT OF CERTIORARI

Antoinette Williams respectfully petitions for a writ of certiorari to review the decisions of the Maryland Supreme Court, the Appellate Court of Maryland, and the Circuit Court of Maryland for Prince George's County which allowed the foreclosure of her home of over a decade without the protections afforded under federal law to all federally insured mortgagors.

OPINIONS BELOW

The Appellate Court of Maryland's opinion is unreported but attached hereto at Appendix A (Pet. App. 1a – 14a). The two orders of the Circuit Court of Maryland for Prince George's County are attached as Appendices B (Pet. App. 15a – 16a) and C (Pet. App. 17a – 24a). The Supreme Court of Maryland denied Ms. Antoinette Williams' petition for writ of certiorari (Pet. App. 25a).

JURISDICTION

The denial of certiorari of the Maryland Supreme Court was entered on April 27, 2026. The jurisdiction of this Court is invoked under 28 USC 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Article VI, Clause 2 of the United States Constitution provides:

> This Constitution and the Laws of the United States which shall be made in Pursuance

> thereof, and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

United States Code, Title 12, Section 1715u provides:

> (a) Upon default or imminent default, as defined by the Secretary of any mortgage insured under this subchapter, mortgagees shall engage in loss mitigation actions for the purpose of providing an alternative to foreclosure (including but not limited to actions such as special forbearance, loan modification, preforeclosure sale, support for borrower housing counseling, subordinate lien resolution borrower incentives, and deeds in lieu of foreclosure, as required, but not including assignment of mortgages to the Secretary under section 1710(a)(1)(A) of this title) or subsection (c), as provided in regulations by the Secretary.

STATEMENT OF THE CASE

This controversy provides this Court with an opportunity to protect homeowners from those who refuse to enforce federal laws enacted to protect the national interest as well as disadvantaged Americans. Ms. Antoinette Williams obtained a federally insured mortgage as the sole borrower in 2008. In 2022, the Notice of Intent to Foreclose (which includes an opportunity to apply for loss mitigation) was mailed exclusively to her daughter, Tameka Williams. Federal law was violated because the lender/servicer sent notice to Tameka Williams (not a borrower) and not Ms. Antoinette Williams (sole borrower). Lender/servicer failed to make any meaningful attempts to explore loss mitigation with Ms. Antoinette Williams before the foreclosure was filed. When the foreclosure was filed, it was based upon documents signed exclusively by Ms. Antoinette Williams but included documents expressly stating the sole borrower was Tameka Williams as well as sworn testimony that both Ms. Antoinette Williams and Tameka Willians signed the Deed of Trust and Note and improperly classified the property as "not owner occupied". Ms. Antoinette Williams brought these issues to the attention of the Circuit Court of Maryland for Prince George's County in a companion civil case. Nevertheless, the auction was held without affording Ms. Antoinette Williams an opportunity to be heard on the substantive issues related to the documentation at the heart of the foreclosure. Ms. Antoinette Wiliams has since been forcibly removed from her home despite the foreclosure having been conducted in violation of federal law.

A. Background of Federal Mortgage Insurance

Adequate housing has been a cornerstone of the national welfare and economic stability for the United States for over a century. The federal government instituted Federal mortgage insurance programs, most notably those administered by the Federal Housing Administration (FHA) in recognition of this reality. Congress declared that "the general welfare and security of the Nation and the health and living standards of its people require housing production and related community development sufficient to remedy the serious housing shortage, the elimination of substandard and other inadequate housing through the clearance of slums and blighted areas, and the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family." 42 USC 1441. Congress further stated "the national goal, as set forth in section 2 of the Housing Act of 1949, of 'a decent home and a suitable living environment for every American family'" remains a priority for the nation. 12 USC 1701(g).

With the objective "to reaffirm the long-established national commitment to decent, safe, and sanitary housing for every American," Congress acted to "strengthen[] a nationwide partnership of public and private institutions." 42 USC 12702. As a result, Federal housing policies balance private lending resources with targeted government intervention. "[P]rivate enterprise shall be encouraged to serve as large a part of the total need as it can" at the same time "government assistance shall be utilized where feasible to enable private enterprise to serve more of the total need." 42 USC 1441. This policy establishes that private capital must lead housing finance but government programs must be available to fill gaps in the private market to ensure the national goals of "decent, safe, and sanitary housing" is available to all Americans. Federal mortgage insurance programs have been carefully crafted to encourage "major financial institutions to expend their participation in mortgage lending" and "mitigat[e] uncertainties regarding actions of the Federal Government." 12 USC 1715z-22.

Congress enacted the National Housing Act, which created the framework for FHA mortgage insurance, to implement this federal housing policy. 12 USC 1701. The purpose of the FHA mortgage insurance program is "to assist in providing adequate housing for families of low and moderate income, particularly in suburban and outlying areas" by "making feasible the insurance of mortgages covering properties in areas where it is not practicable to obtain conformity with many of the requirements essential to the insurance of mortgages on housing in built-up urban areas." 12 USC 1706c. The FHA mortgage insurance program is designed to "ensure that other parties [than the federal government] bear a share of the risk, in percentage amount and in position of exposure, that is sufficient to create strong, market-oriented incentives for other participating parties to maintain sound underwriting and loan management practices." 12 USC 1715z-22. This program's goal is to "develop credit mechanisms, including sound underwriting criteria, processing methods, and credit enhancements, through which resources of the Federal Housing Administration can assist" in meeting the national goal of home ownership. 12 USC 1715z-22.

Most single-family mortgages insured under the National Housing Act must be originated through the Direct Endorsement program. 24 CFR 203.5. Mortgagees participating in this Direct Endorsement program must meet strict review requirements. Once the loan is in place, the mortgagee has an affirmative duty under federal law to, in the event of default, "engage in loss mitigation actions for the purpose of providing an alternative to foreclosure." 12 USC 1715u. This mandatory provision reflects the national interest in preserving homeownership, insulating communities from the negative financial impact of foreclosures, and protecting the insurance fund.

As well, there are strict timelines for the lender to act. Certain actions must be taken by the FHA insured mortgagee "within six months of the date of default or within such additional time approved by HUD or authorized by 24 CFR 203.345 or 24 CFR 203.346. In order to accommodate competing bankruptcy or state foreclosure laws, if that timeline cannot be followed, "an alternative timeline is provided after the expiration of the time during which foreclosure is prohibited. 24 CFR 203.355. These requirements are designed as much to protect borrowers as they are to protect the national interest and the federal insurance fund. Simple math tells us that a borrower who is 3-6 months behind is significantly more likely to be able to catch up or otherwise qualify for loss mitigation than a borrower who is 12 or more months behind on the mortgage.

Under the Supremacy Clause of the United States Constitution, federal statutes and regulations comprehensively govern FHA foreclosure procedures and preempt conflicting state requirements. *United States v. Black*, 622 F. Supp. 669 (1985), *New York State Com. on Cable Television v. FCC*, 669 F.2d 58 (1982). While state laws often seek to impose additional protections for struggling homeowners, various state and federal court rulings demonstrate that state foreclosure laws cannot modify, override, or impose additional pre-foreclosure conditions on FHA-insured mortgages when doing so conflicts with or stands as an obstacle to the federal regulatory framework. *United States v. Black*, 622 F. Supp. 669 (1985), *New York State Com. on Cable*

Television v. FCC, 669 F.2d 58 (1982). However, state courts ignoring FHA foreclosure procedures is itself an attempt to modify, override, or avoid the federal mandates in violation of the Supremacy Clause.

Under federal law, if a default is imminent or has occurred on an FHA insured mortgage, the lender "shall engage in loss mitigation actions for the purpose of providing an alternative to foreclosure." 12 USC 1715u. Under 24 CFR 203.501 and 24 CFR 203.605(a), lenders must evaluate specified loss mitigation options before four full monthly installments become unpaid. 12 USC 1715u, 24 CFR 203.605. At a minimum, this means the lender/servicer muct actually contact the borrower.

When a state court approves the foreclosure of an FHA-insured mortgage without conducting a careful review of the documents and procedural compliance submitted by the lender, it modifies, overrides, or avoids federal law. Federal regulations and applicable mortgage instruments establish strict conditions precedent that must be met before a foreclosure can lawfully proceed. *Moore v. Law Offices of Shapiro, Brown & Alt, LLP*, 2015 U.S. Dist. LEXIS 106921 (2015), *Donahue v. Fannie Mae*, 980 F.3d 204 (2020), 24 CFR 203.500. Under governing federal regulations, a mortgagee is explicitly restricted from commencing foreclosure or acquiring title to a property until acceptable servicing practices have been followed. 24 CFR 203.500. While there is no ability to review loss mitigation decisions made by the Secretary, the actual foreclosure action remains subject to judicial scrutiny to ensure compliance with mandatory regulatory conditions and the national housing policy. 12 USC 1715u, *United States v. Antioch Foundation*, 822 F.2d 693 (1987), *United States v. American Nat'l Bank & Trust Co.*, 443 F. Supp. 167 (1977). The failure of state courts to provide that judicial scrutiny deprives borrowers of the federal protections promised them when the loan was originated. It also serves to significantly increase the cost to the federal insurance program. This abdication of judicial responsibility to enforce federal law must not be allowed to continue.

B. Background of Maryland Judicial Foreclosure Sales

Maryland foreclosures are conducted primarily through a judicial sale where the court acts as the vendor of the property, with the foreclosure trustee conducting the sale as the court's agent. *North Star Props., LLC v. Nadel*, 253 Md. App. 164 (2021), *Goldberg v. Frick Elec. Co.*, 363 Md. 683 (2001), *Four Star Enters. Ltd. P'shp v. Council of Unit Owners of Carousel Ctr. Condo., Inc.*, 132 Md. App. 551 (2000). The court's role in a judicial sale is supposed to be to exercise a unique layer of judicial oversight to ensure the integrity of the transaction before it can be finalized. *North Star Props., LLC v. Nadel*, 253 Md. App. 164 (2021), *AMT Homes, LLC v. Fishman*, 228 Md. App. 302 (2016). It has been expressly stated that, at a minimum, Maryland courts must review the report of sale, purchaser's affidavit, and affidavit of fairness in order to ratify a sale and must consider and rule on any exceptions filed. *91st St. Joint Venture v. Goldstein*, 114 Md. App. 561 (1997), Md. Rule 14-305, *Zorzit v. 915 W. 36th St., LLC*, 197 Md. App. 91 (2011). However, in the arena of federally-insured mortgages, the review should be more extensive to ensure compliance with the supreme law of the land. Under no circumstances should the court's role be limited to signing off on the papers submitted by the lender/servicer without any scrutiny, especially when the borrower filed her objections in the wrong format.

C. Facts and Procedural History

Ms. Antoinette Williams purchased her home located at 8201 Imperial Drive, Laurel, Prince George's County, Maryland 20708 ("Subject Property") on August 29, 2008. She obtained an FHA insured purchase money mortgage (FHA Case No. 2495264224) which was originated by West Mortgage on August 29, 2008. Ms. Antoinette Williams was the sole owner of the Subject Property between August 28, 2008, and May 22, 2023, when title was transferred to Carrington Mortgage Services, LLC, pursuant to the foreclosure at issue here. Ms. Antoinette Williams resided in her home on Imperial Drive (the Subject Property) continuously from August 2008 until June 24, 2026, when she was forcibly removed by the Prince George's County Sheriff's Office as a result of the foreclosure at issue here.

On or about December 7, 2021, Carrington Mortgage, mailed a Notice of Intent to Foreclose to ***Tameka Williams***. That Notice alleged the sole borrower was "TAMEKA WILLIAMS" and that the record owner was the listed borrower, *i.e.*, Tameka Williams. That Notice also indicated that the Subject Property was: "Not Owner-Occupied Property – Mortgage Loan Default – Federally Related Mortgage Loan." It was never asserted that a similar Notice was mailed to Antoinette Williams (the ***sole*** title owner and a continuous resident) of the Subject Property at all relevant times. Moreover, Ms. Antoinette Williams never received a similar notice.

On or about April 18, 2022, Substitute Trustees filed an Order to Docket in the Circuit Court of Maryland for Prince George's County. That Order to Docket was supported by an affidavit which alleged that Ami Bhavsar, Foreclosure Services Manager for Carrington Mortgage Services, LLC as Servicer and Attorney-In-Fact for Barclays Bank, PLC, "reviewed the portions of Carrington Mortgage Services, LLC's business records that reflect the amounts due on the Loan. They show ANTIONETTE M WILLIAMS a/k/a Antoinette Marie Williams and Tameka Williams executed a Note dated May 19, 2009, in the amount of $255,424.00." A Deed of Trust dated May 19, 2009, was attached to the Order to Docket. That Deed of Trust was executed SOLELY by Antionette M. Williams. A Note dated May 19, 2009, was also attached – again signed SOLELY by Antionette M. Williams. At no time before the sale was ratified was this material inconsistency between the sworn statement and the documents presented to the foreclosure court or addressed by the foreclosure trustees.

The Notice discussed above, which does not mention Antionette Williams at all was also filed in support of the Order to Docket. Again, this materially inconsistent documentation was never addressed by either the court or the foreclosure trustee. If this was the only attempt to notify the borrower of the default, which must be assumed if this is the only notice filed with the court, the foreclosure was conducted in violation of federal law because it establishes by uncontroverted evidence that lender/servicer did not comply with 12 USC 1715u (engage with the borrower in loss mitigation efforts).

The Order to Docket was accompanied by a Preliminary Loss Mitigation Affidavit that listed only Antoinette M. Williams as "borrower." That Affidavit stated that the reason loss mitigation efforts had not yet succeeded was that the borrower had not submitted any documents for review. It should come as no surprise to anyone that Ms. Antoinette Williams did not submit any documents for review. She was not provided with the Notice or the loss mitigation application so she did not know what to submit.

The very same day, April 18, 2022, Ms. Antoinette Williams filed a separate complaint against Carrington Mortgage Services in the Circuit Court of Maryland for Prince George's County alleging fraud related to the May 19, 2009, Note and Deed of Trust. Despite being served in July 2022, Carrington Mortgage Services never responded to the Complaint and the court let this case languish. The foreclosure trustee did not make any attempts to notify the foreclosure court of this related case.

Instead, the foreclosure trustees, with knowledge of the civil suit, held the foreclosure auction on September 6, 2022. Carrington Mortgage Services was the high bidder at $243,000.00. Carrington Mortgage's attorney issued the Fee Simple Trustee's Deed in favor of Carrington Mortgage on March 22, 2023, which was recorded among the Land Records of Prince George's County, Maryland, on or about November 16, 2023.

Carrington Mortgage Services obtained a judgment for possession on March 29, 2024. Carrington Mortgage Services thereafter requested a writ of possession, which the Court granted on March 12, 2026. Ms. Antoinette Williams filed a Motion to Quash that writ of possession on

March 23, 2026. The Maryland courts ignored the Motion to Quash. When Sheriff's Deputies arrived unannounced at Ms. Antoinette Williams' home on June 24, 2026, she informed them that her Motion to Quash remained pending. After placing her in handcuffs, the supervising Deputy called the Clerk of the Prince George's County Circuit Court. He was instructed that the eviction was to go forward since no judge had yet ruled on the ripe Motion to Quash.

REASONS FOR GRANTING THE PETITION

A. Federal Mortgage Laws are the Supreme Law and Must Be Followed

This is a question which is of paramount importance to the American Dream. The national policy has been clearly stated: "a decent home and a suitable living environment for every American family." 12 USC 1701(g). To that end, the federal policy assumes that the judiciary will be the gatekeeper which prevents abuses. *United States v. Antioch Foundation*, 822 F.2d 639 (1987), *United States v. American Nat'l Bank & Trust Co.*, 443 F. Supp. 167 (1977)

Under the Supremacy Clause of the United States Constitution, a state court's refusal to enforce federal law violates the Constitution unless the court has a "valid excuse." *Howlett v. Rose*, 496 U.S. 356 (1990), *Kansas Pub. Emples. Retirement Sys. v. Reimer & Koger Assocs.*, 4 F.3d 614 (1993). The Supremacy Clause establishes that the United States Constitution, laws made in pursuance of it, and all treaties are the "supreme Law of the Land," and explicitly declares that "the Judges in every State shall be bound thereby." *Armstrong v. Exceptional Child Ctr.*, *Inc.*, 575 U.S. 320 (2015), U.S. Const. Art. VI, Cl. 2. As a consequence, state courts have a concurrent constitutional duty to enforce federal law according to their regular modes of procedure when the parties and controversy are properly before them. *Howlett v. Rose*, 496 U.S. 356 (1990).

State courts are strictly prohibited from refusing to enforce federal law due to a disagreement with its content or a refusal to recognize the superior authority of the federal source. *Howlett v. Rose*, 496 U.S. 356 (1990), *Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368 (2012). States cannot evade the obligation to enforce federal law by treating federal and state claims equally. *Haywood v. Drown*, 556 U.S. 729 (2009). Judges cannot give effect to state laws that conflict with or are contrary to federal laws. *Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320 (2015), *Nelson v. Great Lakes Educ. Loan Servs.*, 928 F.3d 693 (2019). To the extent a Maryland court can rubber stamp anything a foreclosure trustee puts in front of it when a loan is not federally insured, the court cannot do that with a federally insured loan. It must, under federal law, ensure the pre-requisites to a valid foreclosure (*i.e.*, loss mitigation efforts are mandatory before the foreclosure can be filed) are followed. 12 USC 1715u.

B. The Maryland Courts Refuse to Protect Homeowners From Predatory Practices

The Maryland Courts have placed form over substance. The homeowner is required to be an expert in both mortgage lending and foreclosure law. Career foreclosure trustees and huge institutions are free to be sloppy and unresponsive to their borrowers. Even glaring errors such as a named defendant has not signed the Note or Deed of Trust will only be heard if the borrower or non-borrower defendant raises the issue before the sale occurs. *Bates v. Cohn*, 417 Md. 309 (2010).

Ms. Antoinette Williams tried to navigate the complex layers of the judicial system. She filed her complaint alleging fraud on the part of the lender/servicer the very same day that the foreclosure was filed against her. Carrington never even responded to her lawsuit. Nevertheless, the foreclosure sale proceeded with lightning speed without the foreclosure trustee so much as mentioning the civil suit (an important fact the court should have) in its request for ratification of the sale.

The documents filed on behalf of Carrington Mortgage in the foreclosure were inconsistent as discussed above. There was never any explanation as to why Ms. Antoinette Williams was not send a Notice of Intent to Foreclose. There was never any explanation why the Deed of Trust and Note filed with the Order to Docket do not mention Tameka Williams yet Tameka Williams was named as a Defendant. These are basic questions that every judge should have asked before approving a foreclosure sale even if a defendant did not.

The Maryland courts have abdicated their role as gatekeeper by refusing to look at and carefully review the documentation submitted by the foreclosure trustee to determine whether a foreclosure, federally insured or not, is in compliance with either state or federal law. It is abundantly clear that the court did not even look at the documentation presented by the substitute trustees in this foreclosure. In this case, the Deed of Trust and Note provided to the court – the sole documents upon which this foreclosure could be based – do not in any way mention Tameka Williams and do not contain a signature which even purports to be that of Tameka Williams. The pre-filing Notice, required under both federal and state law, was not addressed to Antoinette Williams – the only person who signed either the Deed of Trust or the Note. These facts are in stark contrast with a right to pursue the foreclosure. The court should have demanded an explanation of these fundamental inconsistencies from the foreclosure trustees and/or Carrington Mortgage before ratifying the sale of the property to Carrington Mortgage.

To add insult to injury, the foreclosure trustees, as officers of the court and in light of their fiduciary duty to all parties with an interest in the property, did not inform the court that Ms. Antoinette Williams had filed a separate complaint attacking the validity of the documents upon which the foreclosure sale was based. Ms. Antoinette Williams' complaint was filed on the same day the foreclosure case was filed. It remained pending when the foreclosure trustees filed their report of the sale to their client, Carrington Mortgage. At no point did the foreclosure trustees even reference Ms. Antoinette Williams' complaint let alone explain to the court why the foreclosure sale should be ratified before her claims were addressed on the merits.

Even during the appeal process, the trial court continued to fail Ms. Antoinette Williams. The trial court issued an order of possession (Pet. App. 15a – 16a) and a writ of possession in favor of Carrington Mortgage despite the fact that the appellate courts were reviewing the foreclosure. Ms. Antoinette Williams filed a timely Motion to Quash the writ of restitution. Pet. App. 26a – 30a. The court failed and refused to consider the Motion to Quash even when the Sheriff was at the property. In fact, the court instructed the Sheriff's Office to move forward with the eviction ***because*** the court had not yet gotten around to ruling on the motion.

C. This Matter Presents a Question of Paramount Importance

The FHA mortgage insurance program is designed to protect the national interest in decent, safe, and sanitary housing and to provide access to the housing market for underserved communities and populations. By refusing to provide even the most basic oversight such as confirming that the Notice of Intent to Foreclose was mailed to the individual who signed the Note and Deed of Trust, the trial court is acting in violation of the Supremacy Clause of the United States Constitution. The trial court has refused to enforce the federal statute by turning a blind eye to federal law. This tactic is more destructive than a state legislature enacting a statute which blatantly undermines the federal statute and regulations.

When the state legislature enacts a law that conflicts with federal legislation, it is done in the light of day for all to see. When trial courts ignore violations of federal law, it does so in the shadows. It affects one family at a time yet it affects hundreds of thousands of families across the nation each year. According to the official report of the Maryland Department of Housing and Community Development, lenders bought 271 homes in Prince George's County at foreclosure auction in 2023 alone. Many more homes were sold to third party purchases that year. Courts turning a blind eye to glaring inconsistencies in paperwork undermines confidence in the very federal programs which have been created to support Americans for whom homeownership is just barely within reach.

The question has been asked by judges: if this was a real problem why are there not more cases in front of the appellate courts. The answer is: The appellants for these cases are not servicers or lenders with deep pockets. They are, by definition, lower income Americans who are trying desperately to make ends meet and carve out their own American Dream. They are trying to educate their children amidst failing public schools; trying to care for aging parents while health care costs are rising at alarming rates; trying to earn a living wage while fuel and necessity prices soar; and thrown into trying to make sense of the complex foreclosure process. They are exhausted by this process. They feel abandoned by the courts and alone. They are being asked to scrape together tens of thousands of dollars to save their home through reinstatement or a loss mitigation repayment plan and pay legal fees to defend and/or appeal long enough to get the lender/servicer to listen to the borrower's concerns. Frequently, they are also being asked to focus funds and energy on relocating their family in a way that will foster a sense of safety for their children while also protecting their worldly possessions from destruction. In Prince George's County, the eviction is limited to a single hour, during which all of the furniture and possessions are moved onto the street. More often than not, all of the family's furniture is broken or damaged and their possessions are tossed into trash bags and piled on the curb for anyone to rummage through. As a result, the Antoinette Williams' of the United States cannot all afford to pursue their rights this far. This reality alone makes them invisible. By granting this Petition, they will be seen and heard.

CONCLUSION

The petition for a writ of certiorari should be granted so this Honorable Court can make clear that federal laws must be followed and state courts must ensure compliance as part of their judicial supervision of foreclosures of federally insured mortgages.

Respectfully submitted,

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Date: July 27, 2026

APPENDIX

TABLE OF APPENDICES

Table of Appendices

Page

APPENDIX A — OPINION OF THE APPELLATE COURT OF MARYLAND, FILED DECEMBER 26, 2025

UNREPORTED*

IN THE APPELLATE COURT OF MARYLAND

No. 0246

September Term, 2024

ANTOINETTE WILLIAMS

v.

LOGS LEGAL GROUP, LLC

Reed,
Shaw,
Eyler, James R.
(Senior Judge, Specially Assigned)

JJ.

Opinion by Shaw, J.

December 26, 2025, Filed

*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).

Appendix A

This is an appeal from the denial of a Reconsideration Motion to Alter or Amend a Judgment by the Circuit Court for Prince George's County. On December 20, 2023, Appellant Antoinette Williams filed a Motion to Vacate Sale or to Alter or Amend Judgments after her residence was sold at a foreclosure auction on September 6, 2022. The Circuit Court found that the motion was untimely, and because Appellant failed to raise any irregularity as to the procedure of the foreclosure sale, the motion was denied. Appellant then filed a Motion to Reconsider the Motion to Vacate Sale or to Alter or Amend Judgment on March 20, 2024, which the Circuit Court also denied. Appellant noted this timely appeal, and she presents one question for our review:

1. Did the lower court abuse its discretion on March 7, 2024 and March 29, 2024 by denying Appellant's Motion to Vacate Sale or to Alter or Amend Judgments and Motion for Reconsideration?

For reasons that follow, we hold that the court did not err or abuse its discretion. We affirm the judgment.

BACKGROUND

In May 2009, Appellant purchased a home and executed a Note in the principal amount of $255,424.00. Appellant defaulted on her loan on May 2, 2020 and a Notice of Intent to Foreclose was sent to her by the lender on December 7, 2021. On April 7, 2022, an Appointment of Substitute Trustees was signed, making Carrington Mortgage Services, LLC ("Carrington Mortgage") the servicer of the loan and attorney in fact for Barclays Bank, PLC, the "present holder or authorized agent of the holder of the note secured by the aforementioned Deed of Trust."

An Order to Docket Foreclosure was filed on April 18, 2022 in the Circuit Court for Prince George's County. Appellant was served on April 27, 2022 in the foreclosure case and a final loss mitigation affidavit was filed on June 23, 2022. The Property was sold at foreclosure auction, without objection, to Carrington Mortgage on September 6, 2022 and a Report of Sale was filed on October 6, 2022.

On the same day that the Order to Docket Foreclosure was filed, Appellant filed a complaint against Carrington Mortgage in the Circuit Court for Prince George's County, alleging that Carrington Mortgage Services was "engaged in mortgage fraud against the Williams family." Carrington Mortgage later requested that the case be removed to the U.S. District Court for the District of Maryland and its request was granted in October 2022. Appellant filed a Notice of Removal of the foreclosure case in the Circuit Court on October 19, 2022, and claimed it was filed "in conjunction with" the case previously removed by Carrington Mortgage.

Appellees filed a Motion to Reopen the foreclosure action on January 24, 2023, stating that removal was improper, which was granted by the circuit court. On March 16, 2023, the circuit court entered an order ratifying the foreclosure sale. Appellant filed a Motion to Dismiss or in the Alternative, Leave to Remove on May 23, 2023, which the court denied. Appellant then filed a Motion to Reconsider, which court denied on July 16, 2023.

In August of 2023, a second case in the U.S. District Court for the District of Maryland was filed, as Appellant again attempted to remove the underlying foreclosure case. On October 5, 2023, the U.S. District Court remanded the case to the circuit court. Appellant filed, on December 20, 2023, a Motion to Vacate Sale Based Upon Fraud, Mistake, and Irregularity, pursuant to Maryland Rule 2-535 and Request for Hearing. Appellees filed a response and on March 7, 2024 the Circuit Court denied Appellant's Motion, stating that Appellant's Motion to Vacate Sale did "not advocate for a particular court ruling to be revised/reconsidered but rather called for the apple cart in its entirety to be thrown asunder." The court treated Appellant's Motion to Vacate as a Motion to Stay/Dismiss Foreclosure Sale, pursuant to Maryland Rule 14-211, and as Exceptions to the Foreclosure Sale, pursuant to Maryland Rule 14-305.

The court ultimately found that the Motion to Stay/Dismiss was untimely, and the Exceptions to Foreclosure Sale failed to raise any irregularity as to the procedure of the sale. Appellant's motion was denied. Appellant filed a Motion to Alter or Amend Judgment Pursuant to Md. Rule 2-534 and Request for Hearing, which the Circuit Court denied by Order on March 20, 2024. Appellees' Motion for Judgment Awarding Possession was granted on March 29, 2024, and Appellant timely noted this appeal.

STANDARD OF REVIEW

"The denial of a motion to alter or amend a judgment or for reconsideration is reviewed by appellate courts for an abuse of discretion." *Miller v. Mathias*, 428 Md. 419, 438, 52 A.3d 53 (2012) (cleaned up). To constitute an abuse of discretion, the decision has to be "well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable." *Id.* at 454 (cleaned up); *Hargett v. State*, 248 Md. App. 492, 510, 241 A.3d 1036 (2020). In "reviewing a trial judge's discretionary rulings, this Court has recognized that trial judges do not have discretion to apply inappropriate legal standards, even when making decisions that are regarded as discretionary in nature." *Miller*, 428 Md. at 438 (cleaned up).

Maryland Rule 2-535(b) provides that, "[o]n motion of any party filed at any time the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity." We review a trial court's decision whether to "grant a motion to revise a judgment pursuant to Maryland Rule 2-535(b) under an abuse of discretion standard." *Peay v. Barnett*, 236 Md. App. 306, 315, 181 A.3d 931 (2018). The existence of "a factual predicate of fraud, mistake, or irregularity necessary to support vacating a judgment under Rule 2-535(b)," however, is a question of law. *Wells v. Wells*, 168 Md. App. 382, 394, 896 A.2d 1082 (2006) (quoting *In re Adoption/Guardianship No. 93321055/CAD*, 344 Md. 458, 475 n.5, 687 A.2d 681 (1997)). We examine "the trial court's decision regarding the existence of fraud, mistake, or irregularity without deference." *Facey v. Facey*, 249 Md. App. 584, 601, 246 A.3d 687 (2021).

DISCUSSION

Appellant argues that the court erred in denying her motion to stay or dismiss the foreclosure action. Appellant asserts that she did not sign the Deed of Trust or the Note contained in the Order to Docket Foreclosure, and thus, she contends the loan was "fraudulently originated." Appellees argue that Appellant did not timely raise an objection or allege any defect in the foreclosure sale and, as a result, the court properly denied the motion.

Maryland Rule 14-211 establishes the time requirements for properly filing a Motion to Stay the Sale and/or Dismiss a Foreclosure Action. When the lien on a property subject to foreclosure is an "owner-occupied residential property," Md. Rule 14-211(a)(2)(A) states:

> a motion by a borrower to stay the sale and dismiss the action **shall be filed no later than 15 days after the last to occur of**:
>
> > (i) the date the final loss mitigation affidavit is filed;
> >
> > (ii) the date a motion to strike postfile mediation is granted; or
> >
> > (iii) if postfile mediation was requested and the request was not stricken, the first to occur of:
> >
> > > (a) the date the postfile mediation was held;

> (b) the date the Office of Administrative Hearings files with the court a report stating that no postfile mediation was held;
>
> or
>
> (c) the expiration of 60 days after transmittal of the borrower's request for postfile mediation or, if the Office of Administrative Hearings extended the time to complete the postfile mediation, the expiration of the period of the extension.

Md. Rule 14-211(a)(2)(A) (emphasis added).

In the present case, it is undisputed that the property in question was owner-occupied and that the Final Loss Mitigation Affidavit was filed on June 23, 2022. In accordance with the Rule, Appellant had 15 days from June 23, 2002, to file a motion to stay or dismiss. Appellant did not file any such motion, but, rather, on October 18, 2022, she filed a Notice of Removal of the foreclosure case to the U.S. District Court. Because Appellant failed to timely file an objection to the sale and/or the foreclosure action, the court did not err in denying the motion. We note further, that at oral argument, Appellant conceded that she did not act timely.[1] She argued that the present

1. Oral Argument at 3:04 - 3:28, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.

appeal is focused on the motion for reconsideration of the motion to alter or amend the judgment.[2]

Appellant, in her brief, argues that the court abused its discretion in denying her motion because the judgment was based on fraud, mistake and irregularity. Appellant contends that Appellees are falsely claiming that the co-borrower on the subject loan is Appellant's daughter, Tameka Williams. Appellant asserts that even if the loan was legitimate, because it is a Federal Housing Administration (FHA) loan, certain conditions precedent to filing the foreclosure action should have been met and Appellees did not fulfill those requirements. Appellant also states that the "Important Acknowledgement Concerning Your Loan" document attached to May 6, 2022 letter that Carrington Mortgage sent to Tameka Williams regarding a debt collection inquiry, contains a section that "reflects that the 'Borrower Income Documentation' is 'Stated Income' meaning that no income was provided to qualify Ms. Williams for the subject loan." She asserts that, because the subject loan is an FHA insured loan, there should be no "Stated Income" section since "FHA only allows fully documented income loans in its program. FHA will not insure a stated income loan."

In support of her motion, Appellant provided an affidavit from a "[g]raphic Designer/Artist with over 35 years of experience," who stated that, after examining documents related to the foreclosure case, she would

2. Oral Argument at 3:36 - 4:02, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.

be willing to testify that the documents are "at least third-generation image files that were uploaded into the Prince George's County land record system" and that the documents do not conform to industry standard. The Affiant stated that she "does not/did not have access to an original/alleged original of an unsigned base DOT, alleged promissory note, nor has Examiner been presented with an original of the DOT and/or Condo Rider at issue in the case for examination and comparison to the examined land records, or specific examination. Because of this, the Examiner was not able to complete a *full* examination and comparison of the documents in question included in this examination."

During oral argument, Appellant stated that she was not contending that any irregularities or mistakes were applicable to her appeal. She stated, "This dispute is just for the fraud."[3] Appellant argued that the fraud was contained in the documents filed with the notice of foreclosure, specifically the 2009 Deed of Trust.[4]

Appellees argue, that, in order to vacate an enrolled order, the allegations must "allege extrinsic fraud, procedural irregularity, or jurisdictional mistake." Appellees state that none of those conditions existed, and that Appellant, also, did not act timely or diligently. Appellees argue that the court did not err or abuse its discretion.

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3. Oral Argument at 11:05 - 11:18, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.

4. *Id.*

Under Maryland Rule 2-535(b), a court, after 30 days, exercises revisory power and control over a judgment only in the case of fraud, mistake, or irregularity. Md. Rule 2-535(b). In *Thacker v. Hale*, 146 Md. App. 203, 806 A.2d 751 (2002), this Court held:

> [A]fter a judgment becomes enrolled, which occurs 30 days after its entry, a court has no authority to revise that judgment unless it determines, in response to a motion under Rule 2-535(b), that the judgment was entered as a result of fraud, mistake, or irregularity. [. . .] The evidence necessary to establish fraud, mistake, or irregularity must be clear and convincing. [. . .] Maryland courts 'have narrowly defined and strictly applied the terms fraud, mistake, [and] irregularity,' in order to ensure finality of judgments. *See Platt v. Platt*, 302 Md. 9, 13, 485 A.2d 250 (1984). Moreover, the party moving to set aside the enrolled judgment must establish that he or she 'act[ed] with ordinary diligence and in good faith upon a meritorious cause of action or defense.'

Thacker, 146 Md. App. at 216-17.

We note that the type of fraud necessary to vacate a final judgment must be extrinsic fraud. This Court, in *Facey v. Facey*, 249 Md. App. 584, 246 A.3d 687 (2021) defined what constitutes extrinsic fraud. There, a daughter, under a power of attorney allegedly executed by her mother, filed a complaint for a confession of judgment on a note that her father executed in favor of her mother. *Facey*, 249 Md. App. at 594. The trial court issued a judgment against the father and denied his subsequent motion to modify, open, or vacate confessed the judgment. Father moved, again, to vacate the judgment and dismiss the case on the ground that the power of attorney was fraudulent. *Facey*, 249 Md. App. at 594. Father argued that the power of attorney was fraudulent because "it was prepared after [Mother's] stroke and had been 'back dated to appear that it was executed prior to her disability'" and that the "document did not contain [Mother's] authentic signature [.]" *Id.* at 598. The trial court denied the motion, finding that "any forgery did not constitute extrinsic fraud triggering [the court's] statutory revisory power." *Id.* at 584.

On appeal, our Court affirmed the trial court, holding that the "daughter's alleged fraud in procuring the power of attorney was intrinsic to the confessed judgment she obtained on mother's behalf," and thus it could not be used to reopen the judgment under the court's Md. Rule 2-535(b) revisory power. *Id*

We stated:

> Extrinsic fraud perpetrates an abuse of judicial process by preventing an adversarial trial and/or impacting the jurisdiction of the court. Fraud prevents an adversarial trial when it keeps a party ignorant of the action and prevents them from presenting their case . . . or . . . the fraud prevents the actual dispute from being

> submitted to the fact finder at all. . . . Extrinsic fraud is normally collateral to the issues tried in the case in which the judgment is rendered. A court will not reopen a judgment because a party discovers fraud that took place during the trial or was contained within the trial [.]

Id. at 632 (emphasis omitted).

The Supreme Court of Maryland, in *Schwartz v. Merchants Mortgage Co.*, provided "[e]xamples of what would be considered 'extrinsic' fraud'":

> Where the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practiced on him by his opponent, as by keeping him away from court, a false promise of a compromise; or where the defendant never had knowledge of the suit, being kept in ignorance by the acts of the plaintiff; or where an attorney fraudulently or without authority assumes to represent a party and connives at his defeat; or where the attorney regularly employed corruptly sells out his client's interest to the other side,—these, and similar cases which show that there has never been a real contest in the trial or hearing of the case, are reasons for which a new suit may be sustained to set aside and annul the former judgment or decree, and open the case for a new and a fair hearing.

Schwartz v. Merchants Mortgage Co., 272 Md. 305, 309, 322 A.2d 544 (1974) (quoting *United States v. Throckmorton*, 98 U.S. 61, 65-66, 25 L. Ed. 93 (1878)).

Intrinsic fraud, on the other hand,

> relates to facts that were before the court in the original suit and could have been raised or exposed at the trial level. If a party could have discovered the fraud, but 'by reason of its own neglect' it failed to exercise the 'care in the preparation of the case as was required of it,' the fraud will be intrinsic.

Facey, 249 Md. App. at 633 (quoting *Md. Steel Co. of Sparrows Point v. Marney*, 91 Md. 360, 371, 46 A. 1077 (1900) (emphasis omitted). In *Pelletier v. Burson*, 213 Md. App. 284, 73 A.3d 1180 (2013), our Court considered whether fraudulent signatures on affidavits in a foreclosure sale constituted extrinsic fraud. There, the petitioner argued that "the affidavits attached to the Order to Docket [suit] were fraudulently signed and were 'robo-signed' and that she was not aware of the fraud until after the sale date." *Id.* at 289. Our Court found that that alleged fraud was intrinsic rather than extrinsic because it "did not prevent an adversarial trial" and the affidavits at issue "would have been contained within the trial itself." *Id.* at 291. We held that the type of fraud sufficient to reopen a judgment must be narrowly construed and once parties have had "the opportunity to present before a court a matter for investigation and determination, and once the decision has been rendered and the litigants, if they so choose, have exhausted every means of reviewing it, the public policy of this State demands that there be an end to that litigation." *Id.* at 291 (quoting *Jones v. Rosenberg*, 178 Md. App. 54, 73, 940 A.2d 1109 (2008)). "Fraudulent or forged documents that were contained within or could have been addressed at trial—such as . . . the affidavits in *Pelletier*, 213 Md. App. at 290 — are normally considered intrinsic to the original suit." *Facey* 249 Md. App. at 634.

In the case at bar, the fraud that Appellant argues occurred was not extrinsic. Any forgery of the Deed of Trust would have been an issue "involved in the original action" and not "collateral to the issues tried in a case in which judgment is rendered." *Facey* 249 Md. App. at 600. Therefore, the court did not err or abuse its discretion in denying the motion to alter or amend the judgment or in denying the motion for reconsideration. We note, in addition, that a party seeking to vacate a judgment must have "acted in good faith and with ordinary diligence" and must "have a meritorious defense to the underlying judgment." *Facey*, 249 Md. App. at 605 (quoting *Fleisher v. Fleisher Co.*, 60 Md. App. 565, 570, 483 A.2d 1312 (1984)). We hold that Appellant did not act with such diligence and she has not provided a meritorious defense to the judgment.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.

APPENDIX B — ORDER OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND, FILED MARCH 29, 2024

IN THE CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MARYLAND

CASE NO.: CAEF22-12959

JAMES CLARKE, *et al.*,

Substitute Trustees / Plaintiffs,

ANTIONETTE M. WILLIAMS,

Defendant.

Filed March 29, 2024

ORDER OF COURT

Upon consideration of Movant, Carrington Mortgage Services LLC, "Motion for Judgment Awarding Possession" filed January 25th, 2024, it is this 29th of March, 2024, by the Circuit Court of Prince George's County Maryland, hereby

ORDERED, that Movant's "Motion for Judgment Awarding Possession" is **GRANTED**, and it is further

ORDERED Carrington Mortgage Services LLC, is given possession of the subject premises located at: **8201 Imperial Drive, Laurel, MD 20708** and described more particularly in the Trustee's Deed awarded to, Carrington Mortgage Services LLC, and it is further

ORDERED, that a Writ of Possession **shall issue** as the sale has been ratified, settlement has occurred, and the deed has been issued, and it is further

ORDERED, that this case shall proceed in the normal course.

/s/ Gladys M. Weatherspoon
Gladys M. Weatherspoon, Judge
Circuit Court for Prince George's County Maryland

APPENDIX C — ORDER OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND, FILED MARCH 7, 2024

IN THE CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MARYLAND

CASE NO.: CAEF22-12959

WILLIAM M. SAVAGE, *et al.*,

Plaintiffs / Substitute Trustees,

v.

ANTIONETTE M. WILLIAMS, AKA ANTOINETTE MARIE WILLIAMS, TAMKEA WILLIAMS,

Defendant.

Filed March 7, 2024

ORDER OF COURT
(EXCEPTIONS TO SALE)

(A—Procedural History)

On April 18, 2022, Plaintiffs/Substitute Trustees ("ST") filed an Order to Docket Foreclosure ("OTD") certain residential property for foreclosure sale via public auction, to wit: 8201 Imperial Drive, Laurel, Maryland 20708 ("Property"). On June 23, 2022, ST filed the Final Loss Mitigation Affidavit ("FLMA"). On September 6, 2022, the Property was sold at public auction to Carrington Mortgage Services, LLC for the sum of $243,000.00 and the sale was ratified by this court on March 15, 2023. On May 23, 2023, Tameka Williams and Antionette Williams ("Defendants") filed a Motion to Dismiss, or in the Alternative, Leave to Remove which was denied by this court on June 23, 2023. The Report of Auditor was filed by the Interim Substitute Auditor on June 7, 2023, and ratified by this court on October 13, 2023. On June 16, 2023, Defendants filed Exceptions to Petition for Foreclosure for which this court, on July 17, 2023, denied such as an Exceptions to Auditor's Report. On July 23, 2023, Defendants filed Motion for Reconsideration of Denial of Dismissal/Time to Remove for which this court denied on July 16, 2023.

On December 20, 2023, Defendants filed Defendant's Motion to Vacate Sale based upon Fraud, Mistake and Irregularity (Pursuant to Md. Rule 2-535) and Request for Hearing ("Motion to Vacate"). Although Defendants cite Md. Rule 2-535—Revisory Power—for support for their underlying theme of fraud in the foreclosure action, Defendants' do not advocate for a particular court ruling to be revised/reconsidered but rather call for the apple cart in its entirety to be thrown asunder—this is consistent with: (a) Md. Rule 14-211—Motion to Stay/Dismiss Foreclosure Sale and (b) Md. Rule 14- 305 Exceptions to Foreclosure Sale, therefore, the court will treat Defendants motion as such.

Appendix C

(A—Motion to Stay/Dismiss Foreclosure Sale)
(Md. Rule 14-211)

In an action to foreclose a lien on owner-occupied residential property, a motion by a borrower to stay the sale and dismiss the action shall be filed no later than fifteen (15) days after the last to occur of: (i) the date the final loss mitigation affidavit is filed; (ii) the date a motion to strike postfile mediation is granted; or (iii) if postfile mediation was requested and the request was not stricken, the first to occur of: (a) the date the postfile mediation was held; (b) the date the Office of Administrative Hearings ("OAH") filed with the court a report stating that no postfile mediation was held; or (c) the expiration of 60 days after transmittal of the borrower's request for postfile mediation or, if OAH extended the time to complete the postfile mediation, the expiration of the period of the extension. Md. Rule 14-211(a)(2)(A).

Under Md. Rule 14-211(c), the court shall deny the motion if the court concludes from the record that the motion (1) was not timely filed and does not show good cause for excusing non-compliance; (2) does not substantially comply with the requirements of the Rule; or (3) does not on its face state a valid defense to the validity of the lien or the lien instrument or to the right of the plaintiff to foreclose. Here, Defendant's motion was untimely filed and did not show good cause to excuse untimeliness.

(C—Exceptions to Foreclosure Sale)
(Md. Rule 14-305(e)(1))

"A party, and, in an action to foreclose a lien, the holder of a subordinate interest in the property subject to the lien, may file exceptions to the sale. Exceptions shall be in writing, shall set forth the alleged irregularity with particularity, and shall be filed within 30 days after the date of a notice issued pursuant to section (d) of this Rule or the filing of the report of sale if no notice is issued. Any matter not specifically set forth in the exceptions is waived unless the court finds that justice requires otherwise."

After a foreclosure sale, a party objecting to the ratification of the sale has the burden to prove that the sale was invalid and must set forth in writing the alleged irregularity with particularity. *Md. Rule 14-305.* Exceptions may challenge only procedural irregularities to the sale itself, or the statement of indebtedness. *Hood v. Driscoll,* 227 Md. 689 (2016). More specifically, when a party files exceptions to the sale, the focus is on the conduct of the sale, not whether the trustee had a right to have the property sold. *Hood* at 695. Maryland case law has consistently held that challenges to the validity of the foreclosure action, must be raised prior to the sale, pursuant to *Md. Rule 14-211. Bates v. Cohn,* 417 Md. 309 (2010).

"Judicial sales are presumed valid and the burden of proving the invalidity of the sale is on the one attacking the sale." *Greenbriar Condo v. Brooks,* 387 Md. 683, 688 (2005).

"Once the initial filing, which includes all of the required affidavits, is made, a presumption is created in favor of the foreclosure being valid." *Fagnani v. Fisher,* 418 Md. 371, 384 (2011), s*ee also, Gordon on Maryland Foreclosures,* P. 308, 5th Edition, (2021).

Greenbriar, 387 Md. 683 (2005) describes the purpose of contesting the sale through exceptions:

> **"The equities cannot be maintained—and are not intended to be maintained—after the foreclosure sale by any method other than the filing of exceptions.** The nature of the exceptions may be to request that the Circuit Court take action relative to an audit that has been duly stated or even to set aside the sale due to irregularities in the sale process itself — but not to upset retroactively a sale properly held. Challenges, by means of filing exceptions to the foreclosure sale are generally promulgated in two manners after the sale: first, exceptions filed prior to the Circuit Court's ratification of the sale generally assert procedural irregularities in the sale itself *[See Rule 14-305 — Procedure following sale].* These might include allegations such as the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc.

> Alternatively, or in addition, challenges to the creditor's exact statement of debt are generally submitted by filing exceptions to the post-ratification auditor's report *[See Rule 2-543 —Auditors].* Generally, the auditor has no role to play in the ratification of the sale."

Bates v. Cohn, 417 Md. 309, 327 (2010) further defined the scope of exceptions to sale and/or audit:

> "Rule 14-305 is not an open portal through which any and all pre-sale objections may be filed as exceptions, without regard to the nature of the objection or when the operative basis underlying the objection arose and was known to the borrower . . . after a foreclosure sale, the debtor's later filing of exceptions may challenge only procedural irregularities at the sale or the statement of indebtedness. Such procedural allegations may charge that the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc."

(Exceptions to Sale -Burden of Proof)

Hood v. Driscoll, 227 Md. App. 689, 696-697 held that "[t]wo inter-related principles are relevant in determining the validity of appellants' exception. First, it is settled law that "there is a presumption that the sale was fairly made and that the antecedent proceedings, if regular on the face of the record, were adequate and proper, and the burden is upon one attacking the sale to prove the contrary." *Burson v. Capps,* 440 Md. 328, 342-43, 102 A.3d 353 (2014), quoting from *Webster v. Archer,* 176 Md. 245, 253, 4 A.2d 434 (1939). The party excepting to the sale has the twin burden of showing that the sale was invalid and that any claimed errors caused prejudice. *Burson,* at 343, 102 A.3d 353; *see also Fagnani v. Fisher, supra,* 418 Md. at 384, 15 A.3d 282. In reviewing the trial court's ruling on exceptions to a sale, we apply a *de novo* standard of review as to questions of law but do not substitute our judgment for that of the trial court as to findings of fact unless we find them to be clearly erroneous. *Burson,* at 342, 102 A.3d 353, quoting from *Jones v. Rosenberg, supra,* 178 Md.App. at 68, 940 A.2d 1109.

Upon a review of the record, Defendant fails to raise any irregularity with particularity as to the procedure of the foreclosure sale pursuant to Md. Rule 14-305(e)(1). Further, Defendant fails to state a meritorious factual or legal basis for this Court to set aside the foreclosure sale pursuant to Md. Rule 14305(e)(2) and therefore, this court finds that the foreclosure sale on the subject property was fairly and properly made and conducted.

Therefore, upon consideration of Defendants' Motion to Vacate, ST's Response thereto, Defendants' Response to ST's Response and a review of the record, it is this 7th of March, 2024 by the Circuit Court for Prince George's County, Maryland,

ORDERED, that Defendants' Motion to Vacate Sale Based Upon Fraud, Mistake, and Irregularity (Pursuant to Md. Rule 2-535) and Request for Hearing is and shall hereby be **DENIED AND OVERRULED**; and it is further

ORDERED, that this case shall proceed in its normal course.

/s/ Gladys M. Weatherspoon
Gladys M. Weatherspoon
Judge of the Circuit Court
for Prince George's
County Maryland

/s/ C. Todd M. Steuart
C. Todd M. Steuart
Foreclosure Magistrate
Prince George's County,
Maryland

APPENDIX D — ORDER OF THE SUPREME COURT OF MARYLAND, FILED APRIL 27, 2026

IN THE SUPREME COURT OF MARYLAND

Pet. No. 483

ANTIONETTE WILLIAMS

v.

LOGS LEGAL GROUP, LLP

Filed April 27, 2026

ORDER

The petition for writ of certiorari is denied.

/s/ Matthew J. Fader
Matthew J. Fader
Chief Justice

APPENDIX E — MOTION TO QUASH WRIT OF RESTITUTION OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND, FILED MARCH 23, 2026

IN THE CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MARYLAND

Case no. CAEF22-12959

LOGS LEGAL GROUP LLP,

Plaintiff/Substitute Trustees,

v.

ANTIONETTE WILLIAMS, *et al.*,

Defendants.

Filed March 23, 2026

PC

MOTION TO QUASH WRIT OF RESTITUTION

COMES NOW, Defendant Antoinette Williams, through her counsel, Michelle E. Stawinski and the Law Office of Brian Gormley, LLC, and respectfully requests that this Honorable Court quash the Writ of Possession issued on or about March 12, 2026. In support of this request, the Ms. Williams says:

1. This is a foreclosure action involving a deed of trust on residential real property commonly known as

8201 Imperial Drive, Laurel, MD 20708 (hereinafter "Subject Property").

2. Ms. Williams has made the Subject Property her home since September 2008.

3. Ms. Williams filed a timely appeal in the Appellate Court of Maryland, Case ACM-REG-0246-2024.

4. On or about January 29, 2026, the Appellate Court of Maryland filed its Mandate in that case.

5. On or about February 12, 2026, Ms. Williams filed a timely Petition for Writ of Certiorari in the Supreme Court of Maryland (Case SCM-PET-0483-2025).

6. As of the date of this filing, no response to that Petition has been filed.

7. As of the date of this filing, the Petition for Writ of Certiorari remains pending in the Supreme Court of Maryland.

8. On or about March 11, 2026, Substitute Trustees requested a Writ of Possession be issued to evict Ms. Williams from her home.

9. On or about March 12, 2026, the Court issued the Writ.

10. Execution of the Writ of Possession while the appeal remains pending will cause irreparable harm to Ms. Williams and render the appeal moot.

11. Stays pending appeal are governed by Rules 8-422 through 8-424. Md. Rule 2-632.

12. This Court is authorized at the request of the defendant to take appropriate action, including but not limited to, entering orders regarding the conditions of stay or directing further proceedings in this Court. Md. Rule 8-422.

13. The filing of a Petition for Writ of Certiorari creates a basis for staying enforcement of the judgment to preserve the status quo and protect the appellant's right to meaningful appellate review.

14. Enforcement of the Writ of Possession will result in Ms. Williams' immediate eviction from the property, causing irreparable harm that cannot be remedied even if the appeal is successful.

15. Since the foreclosure purchaser here is the mortgagee/lender, there is no need for Ms. Williams to post a bond while her appeal is pending. When the purchaser at the foreclosure sale is the mortgagee or its affiliate, courts have recognized an exception to the supersedeas bond requirement. This exception is grounded in the principle that a mortgagee who purchases at its own foreclosure sale does not acquire the status of a bona fide purchaser and remains subject to the underlying dispute. As such, the mortgagee is still "in court and amenable to court orders," and there is no need for the appellant to post a bond to stay enforcement of the judgment. *Seyed Mirjafari v. Cohn*, 412 Md. 475 (2010); *Julian V. Buonassissi*, 414 Md. 641 (2010).

16. The appeal raises the "distinct question" left open in *Bates v. Cohn*, 417 Md. 309, 9 A.3d 846 (2010). Specifically, can fraud infecting the underlying mortgage or deed of trust be raised by a borrower in a post-sale exception.

17. Quashing the Writ of Possession (or staying enforcement pending the outcome of the appeal) will preserve the status quo and ensure that the appellate process is not rendered meaningless.

18. The balance of equities favors quashing the writ or staying its enforcement, as Carrington Mortgage will suffer no irreparable harm from a temporary delay in taking possession while the appeal is resolved, whereas Ms. Williams' faces immediate eviction from her home of nearly 20 years and irreparable loss of possession of the Subject Property.

19. This request is not for any improper purpose but is intended to afford Ms. Williams an opportunity to present her timely-filed appeal to the Supreme Court of Maryland.

WHEREFORE, the Defendant Antionette Williams respectfully requests that this Court:

a. Quash the Writ of Possession issued on March 12, 2026;

b. Stay enforcement of the judgment of possession and all other proceedings related to this foreclosure pending resolution of the appeal;

c. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Michelle E. Stawinski

Michelle E. Stawinski, Esquire
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APPENDIX F — PETITION IN THE SUPREME COURT OF MARYLAND, FILED FEBRUARY 12, 2026

IN THE SUPREME COURT OF MARYLAND

September Term 2025
Petition Docket No. 483

ANTIONETTE WILLIAMS,

Petitioner,

v.

LOGS LEGAL GROUP, LLP

Respondent.

Filed February 12, 2026

MS. WILLIAMS' PETITION FOR WRIT OF CERTIORARI

Antoinette Williams (hereinafter "Ms. Williams") by and through Michelle E. Stawinski and the Law Office of Brian Gormley, LLC, pursuant to Md. Rule 8-301, hereby respectfully requests that this Honorable Court grant certiorari and review the unreported decision of the Appellate Court of Maryland affirming the denial of Ms. Williams' request to vacate the foreclosure of her home. Review by this Court is necessary and in the public interest. The current foreclosure procedures place the onus for review and confirmation of the accuracy of all of the legal documentation on the mortgagor rather than on the Substitute Trustees or the Court. Moreover, in this case specifically, the instrument which Substitute Trustees allege obligates Tameka Williams is alleged to be a fraud. The Substitute Trustees never filed that document with the circuit court. As a result, one core question is whether fraud infecting the underlying mortgage or deed may be raised by a borrower in a post-sale exception – a question which has been expressly reserved by this Court in *Bates v. Cohn*, 417 Md. 309, 9 A.3d 846 (20 10) and *Thomas v. Nadel*, 427 Md. 441, 48 A.3d 276 (2012).

QUESTION PRESENTED

1. Whether a foreclosure sale can be ratified, even absent an objection filed by the mortgagor, if the documentation presented by the Substitute Trustees is inaccurate or incomplete.

2. Whether fraud infecting the underlying mortgage or deed may be raised by a borrower in a post-sale exception.

STATEMENT OF THE FACTS AND PROCEDURAL HISTORY

Ms. Williams owns and resides in the property known as 8201 Imperial Drive, Laurel, Prince George's County, Maryland 20708 (hereinafter "Subject Property"). At all relevant times, she was the sole owner of the Subject Property.

Substitute Trustees filed their Order to Docket Foreclosure in the Circuit Court for Prince George's County on or about April 18, 2022, naming Antionette M. Williams a/k/a Antoinette Marie Williams and Tameka Williams as defendants. (E-1). The Deed of Trust which Substitute Trustees filed with the Order to Docket Foreclosure was signed exclusively by Antionette M. Williams and was recorded among the Land Records of Prince George's County at Book 31100, page 042. (E-5 – E-17). Additionally, Substitute Trustees filed with their Order to Docket Foreclosure a Note, again signed exclusively by Antionette M. Williams. (E-19 – E-20).

Substitute Trustees included in the Order to Docket Foreclosure filing a Notice of Intent to Foreclose addressed to Tameka Williams which lists the "Name of Borrower(s): TAMEKA WILLIAMS" on page 3 of 12. (E-25 – E-30). Nowhere in the Notice of Intent to Foreclose is there any reference at all to Antionette Williams.

The Final Loss Mitigation Affidavit, filed June 23, 2022, clearly states that Carrington Mortgage Services LLC is the secured party. (E-36). However, the Report of Sale fails to disclose that the successful bidder is the holder of the note. The circuit court ratified the sale on or about March 15, 2023 (E-53 – E-54).

Substitute Trustees further represented to the circuit court that the property was not an owner-occupied property. However, Ms. Williams moved into the Subject Property shortly after she purchased it and has lived there continuously since that time.

Substitute Trustees sold the Subject Property at auction on or about September 6, 2022, to Carrington Mortgage, making this a lender buy-in. The Report of Sale was filed on October 6, 2022. The sale was ratified on March 16, 2023. Ms. Williams filed a Motion to Dismiss or in the Alternative, for Leave to Remove on May 23, 2023, which the circuit court denied. Ms. Williams' Motion to Reconsider was also denied on July 16, 2023.

Following the dismissal of the last of the related federal cases, Ms. Williams filed a Motion to Vacate Sale Based upon Fraud, Mistake, and Irregularity on December 20, 2023. The circuit court denied this motion on March 7, 2024. A timely appeal to the Appellate Court of Maryland (Case ACM-REG-0246-2024) followed. On December 26, 2025, the Appellate Court of Maryland affirmed the circuit court's decision, issuing its Mandate on January 28, 2026. This timely Petition for Writ of Certiorari follows.

ARGUMENT

The Order to Docket initiates a foreclosure proceeding which is judicially supervised. The involved parties are the Substitute Trustees and their counsel, who are in most cases well versed in the foreclosure process and familiar with the statutes and rules. Most law firms representing foreclosure trustees have focused practices. A quick search of the Maryland Judiciary Case Search for William Savage as a plaintiff returned 127 cases in 2025 alone. That is an average of over two cases filed each week by this Substitute Trustee. Clearly, the Substitute Trustee here is well-versed in the foreclosure laws and procedures.

The circuit courts are also well-versed in the foreclosure laws and procedures. The various foreclosure judges manage crowded dockets, reviewing hundreds of foreclosure matters each year. Some of the dockets are so crowded that many judicial duties are delegated to magistrates to conduct the initial review and provide a recommendation to the circuit court judge.

The third category of individuals involved in the foreclosure process are the mortgagors and title owners (hereinafter "Owners"). The vast majority of Owners have never been involved in a foreclosure before and never will again.

Despite the vast experience which both the Substitute Trustee and the circuit court judges and magistrates, the onus for ensuring the accuracy of the Substitute Trustee's paperwork has been shifted to the Owners. This case is a stark example of that shift. Substitute Trustees here filed the following paperwork in support of its Order to Docket:

- Order to Docket named two defendants: Antionette Williams and Tameka Williams.

- Deed of Trust which listed only Antionette Williams as a borrower.

- Note which listed only Antionette Williams as a borrower.

- Notice of Intent to Foreclose addressed to Tameka Williams but nothing showing this documentation was sent to Antionette Williams.

According to the Substitute Trustees, the default occurred on or about May 2, 2020. The Notice of Intention to Foreclose was sent to Tameka Williams on December 7, 2021. The Order to Docket was not filed until April 18, 2022. In other words, Lender and its agents had between May 2, 2020 and April 18, 2022 (716 days) to collect the paperwork required to proceed with the foreclosure, verify its accuracy and completeness, and file it. In fact, there was no deadline approaching which would have barred the filing had they waited another week, month, or even year to ensure that the paperwork was in order. They were not rushed in collecting the information. As a result, there was no excuse for Tameka Williams to be included as a defendant based upon the note and deed of trust filed with the Court. Substitute Trustees later alleged that an Assumption and Modification Agreement is the document which obligates Tameka Williams on the debt but did not file that document with the circuit court. Ms. Williams asserts that the Assumption and Modification Agreement is fraudulent. There are three legally trained substitute trustees on this file. Despite three legal scholars having an unlimited number of days to verify that all of the paperwork was in order, the Order to Docket which was filed was not accompanied by a note or a security agreement signed by Tameka Williams.

In stark contrast, the mortgagor, Ms. Williams is untrained in legal matters. She first received the Order to Docket and attendant paperwork on April 27, 2022. (E-256). The Final Loss Mitigation Affidavit was filed on June 23, 2022. "In accordance with the Rule, Appellant had 15 days from June 23, 2002 (*sic.*), to file a motion to stay or dismiss. [Ms. Williams] did not file any such motion, but rather, on October 18, 2022, she filed a Notice of Removal of the foreclosure case to the U.S. District Court." Opinion of Appellate Court of Maryland, ACM-REG-0246-2024 at 5-6. In short, Ms. Williams was afforded 57 days in which to review the Order to Docket and attendant paperwork thoroughly enough to raise any concerns about the sufficiency of the filings.

The circuit court is charged with oversight in the foreclosure sale. *Simard v. White*, 383 Md. 257, 311-12 (2004). That oversight is not, and should not be, limited to only resolving controversies which are brought forward. A foreclosure is a summary proceeding and, in many cases, the only thing that prevents the taking of a mortgagor's home is the court reviewing the papers to ensure the Substitute Trustee's paperwork is in order – which it is not here. The only Notice of Intent produced by the Substitute Trustees is addressed to Tameka Williams, who is not on either the note or security instrument filed by Substitute Trustees. Ms. Antionette Williams was not sent the mandatory Notice of Intent despite being the sole obligor on the note and security instrument the Substitute Trustees submitted were the underlying documents.

Again, the Substitute Trustees had a minimum of 716 days (more if they had deemed it necessary) to get their paperwork in order. It appears that was not enough time to find these errors. Ms. Williams was given 57 days to bring any deficiencies to the court's attention. She did not have the knowledge or experience to find the errors which the Substitute Trustees could not find. The court, which has vastly more experience reviewing foreclosure cases also did not discover these errors. Despite the fact that none of the legal professionals discovered the error and the fact that none of the legal professionals (or the lender for that matter) would be harmed by allowing this issue to be raised later in the proceedings, Ms. Williams is now in danger of losing her home because she didn't immediately recognize the defects in the Order to Docket.

CONCLUSION

Ms. Williams submits that this controversy would be answered by the "distinct question" left open in *Bates v. Cohn*, 417 Md. 309, 9 A.3d 846 (2010). Specifically, can fraud infecting the underlying mortgage or deed of trust be raised by a borrower in a post-sale exception. As a result, this Court should accept this controversy for argument and to provide guidance on this important question.

Respectfully submitted,

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APPENDIX G — BRIEF OF APPELLANT IN THE APPELLATE COURT OF MARYLAND, FILED JANUARY 29, 2025

IN THE APPELLATE COURT OF MARYLAND

SEPTEMBER TERM, 2024

ACM-REG-0246-2024

ANTOINETTE WILLIAMS,

Appellant,

V.

LOGS LEGAL GROUP, LLP,

Appellee.

APPEAL FROM THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

(Gladys Weatherspoon, Judge)

BRIEF OF APPELLANT and REQUEST FOR ORAL ARGUMENT

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Appendix G

[TABLE INTENTIONALLY OMITTED]

STATEMENT OF THE CASE

Appellees files an Order to Docket to foreclose Defendant's residence at 8201 Imperial Drive, Laurel Maryland 20708 ("Home") on April 18, 2022. After Appellants filed *pro se* motions and attempted to remove this action to the United States District Court for the District of Maryland. Appellees sold the Home at foreclosure auction on September 6, 2022.

On January 23, 2024, Appellants filed a Motion to Vacate Sale based on fraud, mistake and irregularity.

QUESTIONS PRESENTED

Did the lower court abuse its discretion on March 7, 2024 and March 29, 2024 by denying Appellants' Motion to Vacate Sale or to Alter or Amend Judgments and Motion for Reconsideration?

STATEMENT OF FACTS

Ms. Williams owns and resides in the subject property located at 8201 Imperial Drive, Laurel, Maryland 20708. Ms. Williams purchased her home on August 28, 2009, with an FHA insured loan. FHA Case No. 2495264224 originated by Westar Mortgage. Ms. Williams did not refinance her home at any point and did not sign the Deed of Trust nor Note contained the subject Order to Docket.

The Substitute Trustees filed the subject foreclosure action with the filing of the instant Order to Docket ("OtD") on or about April 18, 2022. The Substitute Trustees claim via the Notice of Intent to Foreclose dated December 7, 2021, that Tameka Williams is the borrower of the subject loan. That statement is false. The Substitute Trustees claim in the Order to Docket that the property is not owner-occupied. That statement is false. The Declaration of Exemption from Moratorium filed by Substitute Trustees contains false statements.

Ms. Williams filed a Complaint against servicer, Carrington Mortgage Services, on April 18, 2022, that has been ongoing since that date. Any claims by Substitute Trustees that the case had been dismissed are false. The Substitute Trustees sold the subject property at foreclosure sale on September 6, 2022, to Carrington, the servicer of the purported loan, not the claimed investor. The Substitute Trustees have relied upon a Deed of Trust and Note that were fraudulently put in the name of Ms. Williams and her daughter.

STANDARD OF REVIEW

Maryland courts agree that the grant or denial of injunctive relief lies generally within the sound discretion of the trial court. *Anderson v. Burson*, 424 Md. 232, 243, 35 A3d 452,459 (2011): *Wincopia Farm, LP v. Goozman*, 188 Md. App. 519, 528, 982 A.2d 868, 873 (2009). Therefore, appellate review is for abuse of discretion, i.e., when that ruling does not logically follow from findings from which it supposedly rests or has no reasonable relationship to its pronounced objective. However, the trial court's legal conclusions, such as limitations, are reviewed without deference to the lower court. *Cf Anderson, supra.*

ARGUMENT

Maryland Rule 2-535 provides, in pertinent part:

> (a) **Generally.** *On motion of any party* filed within 30 days after entry of judgment, the court my exercise revisory power and control over the judgment and, if the action was tried before the court, may take any action that it could have taken under Rule 2-534. A motion filed after the announcement of signing by the trial court of a judgment or the return of a verdict but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.
>
> (b) **Fraud, Mistake, Irregularity.** On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.
>
> (c) **Newly-Discovered Evidence.** On motion of any party filed within 30 days after the entry of judgment, the court may grant a new trial on the ground of newly-discovered evidence that could not have been discovered

> by due diligence in time to move for a new trial pursuant to Rule 2-433....

This foreclosure action is riddled with fraud, mistakes and irregularities.

1. The lower court abused its discretion by denying Appellant's Motion to Alter or Amend Judgment.

The Substitute Trustees sold the subject home at foreclosure sale on September 6, 2022, utilizing a Deed of Trust and Note containing signature fraudulently claimed to be that of Ms. Williams.

The Supreme Court in *Bates v. Cohn,* 417 Md. 309, (2010) held that an allegation of fraud, with respect to the procedure of the sale, may be asserted property in a post-sale exception. In *Thomas v. Nadel* 427 Md. 441 (2012) the court concluded that the "distinct question" left open in Bates - whether fraud infecting the underlying mortgage or deed may be raised by a borrower in a post-sale exception - must wait the answer for another day.

The Courts are clear that there needs to be a finality to a foreclosure case upon ratification of the sale. The Courts have narrowed such defenses to the sale to any irregularities of the sale or to extrinsic fraud. Defendant has defenses to the sale of the subject property as there exists extrinsic fraud in the Order to Docket documents and to the sale itself.

A review of the sale of in this instant case gives rise to extrinsic fraud. The Deed of Trust and the Note were not signed by Ms. Williams nor her daughter, Tameka Williams. The loan was fraudulently originated. This was never determined in an evidentiary hearing in the lower court.

The question is whether allowing a Note and Deed of Trust to be enforced via a foreclosure sale that do not contain the signature of Ms. Williams and the filing of false documents and affidavits is "extrinsic" or "intrinsic" fraud. The Court is *Bates* left open the question whether a post-sale exception may be based on fraud infecting the underlying debt as was the case with forgery in *Bierman v. Hunter*, 190 Md. App. 250, 268 (2010). The Court in *Bierman* held that as an equity court, the trial court had full power to hear and determine all objections to the foreclosure sale which would naturally include an attack on the validity of the mortgage.

Affidavits, are governed under Md. Rule 1-304 and, as in the instant case, are sworn "to the best of [the affiant's] knowledge, information and belief." Pursuant to Md. Rule 14-207. l(b)(2) if the court has reason to believe that an affidavit filed in the action may be invalid because the affiant has not read or personally signed the affidavit because the affiant does not have a sufficient basis to attest to the accuracy of the facts stated in the affidavit ... the court may order the party to show cause why the affidavit should not be stricken, and, if it is stricken, why the action should not be dismissed or other relief granted." The affiants are claiming that the borrower on the subject loan is Tameka Williams, which is false. The affiants are claiming the subject property is not owner-occupied, which is false. The affiants filed a Declaration of Exemption from Moratorium which contains false statements. Assuming *arguendo* that the subject loan is legitimate, which Defendant is not claiming, then as an FHA loan, certain conditions precedent to filing the foreclosure action needed to meet which were not.

Any reliance by Appellees on *Greenbriar v. Brooks,* 387 Md. 683 (2005) and *Jones v. Rosenberg,* 178 Md. App. 54 (2008) is misplaced as neither addressed as an exception to the foreclosure sale the underlying validity of the mortgage. The Court in *Bierman* held that neither *Greenbrier* or *Jones* overrule or reject previous cases that permit a mortgagor to challenge the underlying validity of the mortgage by filing exceptions to foreclosure sale pursuant to Rule 14-305.

The letter also attached a document titled "Important Acknowledgement Concerning your Loan." (E-339). That document reflects that the "Borrower Income Documentation" is "Stated Income" meaning that no income was provided to qualify Ms. Williams for the subject loan. The subject loan is claimed to be an FHA insured loan. FHA only allows fully documented income loans in its program. FHA will not insure a stated income loan. The fact that the 1003 and this stated income acknowledgement indicate that the subject loan originated a stated income loan, the loan could not have been insured by FHA. FHA has no stated income program and has never had a stated income program. This is a fraudulent loan origination by the loan officer and broker in an attempt to make money by taking the claimed cash to the borrower and from the fees and costs associated with the loan origination.

Appellees name Tameka Williams, Antoinette Williams' daughter, as a borrower in the Order to Docket and she is listed as the only borrower on the Notice of Intent to Foreclosure. However, Appellees failed to file any document containing Ms. Tameka's signature as a co-borrower. Ms. Tameka Williams is not a borrower or co-borrower on the subject loan.

Filed in land records, but not included in the subject Order to Docket, is an Assumption and Modification Agreement that purports to add Tameka to the subject loan. This document is fraudulent as FHA does not permit an "Assumption and Modification Agreement" in these circumstances. FHA allows an assumption of a loan but only if the original borrower is removed from the loan as the loan is then "assumed" by the new borrower. In order to assume a mortgage, the borrower must be shown to be credit worthy. Tameka did not submit any income documents to Carrington nor did she approve for her credit report to be pulled, therefore her credit worthiness could not be obtained.

FHA does not allow for a new co-borrower to be added to a loan modification. The only way FHA allows a borrower to be added to a loan is via a "streamline" refinance which would have included a review of credit worthiness of Tameka. Therefore, the Assumption and

Modification Agreement that purports to add Tamika to the subject loan has been fraudulently created by Carrington as FHA has no such program or document.

As previously stated, the Notice of Intent to Foreclose claims only Tameka as the borrower of the subject loan. That is false as is the Affidavit claiming that the Notice of Intent to Foreclose is accurate (E.2, 25). Tameka is not a borrower or co-borrower on the loan therefore the Notice of Intent to Foreclose is deficient. Real Property §7-105.l(c)4(1) states that the notice of intent to foreclose shall be in the form that the Commissioner of Financial Regulation prescribes by regulation, specifically COMAR 09.03.12.02. The Commissioner of Financial Regulation bas set out the form to be utilized by servicers as Appendix A. That form requires the name of all borrowers on the loan. Appellees lied when they stated that Tameka was the borrower of the subject loan and failed to name Antionette Williams as a borrower yet they named her as a Defendant in the Order to Docket. The name of the borrower(s) is required by COMAR 09.03.12.02 and RP §7-105.l(c)4(1). Plaintiffs' attempts to claim otherwise fail as a matter of law. Md. Rule 14-205 states the "Conditions Precedent to the Filing of an Action." An action to foreclose a lien on a residential property cannot be filed "until 45 days after the notice of intent to foreclose required by Code, Real Property Article §7-105.1(c), together with all items required by that section to accompany the notice." The subject Notice of Intent to Foreclose fails to comply with Maryland law.

Purported servicer of the subject loan, Carrington, and Substitute Trustees claim that the owner/investor of the subject loan is Barclays Bank, PLC, when the loan was purported to be originated by Bank of America. Regulation Z (15 U.S.C. §1641) 13 l(g) of the Truth in Lending Act (TILA), which was enacted on May 20, 2009, as §404(a) of the Helping Families Save Their Homes Act. TILA §131(g) became effective immediately upon enactment and established a new requirement for notifying consumers of the sale or transfer of their mortgage loans. The statute requires that a purchaser or assignee that acquires a loan to provide the disclosures in writing no later than 30 days after the date on which the loan was sold, transferred or assigned. Defendant never received any notice that anyone other than the originator of the subject loan was the owner of the loan.

Assuming *arguendo* that the subject loan is a legitimate loan, Appellants are making such a claim, the loan purports to be FHA insured and therefore must comply with FHA guidelines. As such, it is governed by the United States Department of Housing and Urban Development ("HUD") regulations requiring mortgagees of FHA-insured loans to pursue loss mitigation prior to instituting foreclosure actions pursuant to the September 26, 2009 Mortgagee Letter 2008-27 "HUD Mortgagee Letter." The HUD regulations regarding loss mitigation efforts required by mortgagees are found in the Code of Federal Regulations, Title 24, Part 204, Subpart C, "Servicing Responsibilities." These regulations direct mortgagees to take "appropriate" loss mitigation and outline both the mortgagee's duty to mitigate and the steps

HUD will take to assess those mitigation efforts.§ 203.501-203.605. Failure to comply with the loss mitigation efforts subjects the mortgagee to a civil money penalty, as further described in the above-referenced Mortgagee Letter. 24 C.F.R. §200.500.

24 C.F.R. §203.604(b)[1] is ambiguous in its requirement that "the mortgagee must have face-to-face interview with the mortgagor [the Defendant], or make a reasonable effort to arrange such a meeting, before three full installments due on the mortgage are unpaid." The regulations, specifically 24 C.F.R. §203.604(d), is quite clear in stating that "A reasonable effort to arrange a face-to-face meeting with the mortgagor shall consist at a minimum of one letter sent to the mortgagor certified by the Postal Service as having been dispatched. Such a reasonable effort to arrange a face-to-face meeting shall also include at least on trip to see the mortgagor at the mortgaged property, unless the mortgaged property is more than 200 miles from the mortgagee, its servicer, or a branch office of either, or it is known that the mortgagor is not residing in the mortgaged property."

HUD 24 C.F.R. §203.604(2) requires that the mortgagee must also:

(i) Inform the mortgagor that HUD will make information regarding the status and payment history of the mortgagor's loan available to local credit bureaus and prospective creditor:

(ii) Inform the mortgagor of other available assistance, if any:

(iii) Inform the mortgagor of the names and addresses of HUD officials to whom further communications may be addressed.

Additionally, in *Wells Fargo v. Neal,* 398 Md. 705 (2007), Maryland's highest court confirmed that a mortgagee's duty to engage in loss mitigation prior to foreclose on an FHA insured loan is mandatory, directly quoting HUD Mortgagee Letter 00-05:

> 'A letter from HUD to the mortgagees participating in the FHA mortgage insurance program, in no certain terms, reiterates the compulsory nature of engaging in loss mitigation activities: "Though lenders have great latitude in selecting the loss mitigation strategy appropriate for each borrower, it is critical to understand that PARTICIPATION IN THE LOSS MITIGATION PROGRAM IS NOT OPTIONAL."' *Wells Fargo v. Neal* at 715.

Appellants never received from Carrington the required HUD 'face to face' letter. Compliance with the default loan servicing federal regulations promulgated by HUD, pursuant to the National Housing Act, 12 U.S.C. 1710(a) can be held to a contractual condition precedent to instituting a foreclosure action; Appellants recognize that the failure of Carrington to provide foreclosure avoidance servicing is an appropriate subject for a counterclaim for declaratory and injunctive relief. Carrington has, to date, has not ever submitted evidence that it complied with the requirement pursuant to §203.604 to make a reasonable effort to arrange a face-to-face meeting prior to filing a complaint against Appellants for foreclosure. Therefore, Appellees are barred by federal regulation from commencing filing a foreclosure action against the Defendant in the first place.

The foreclosure action must be dismissed as the Deed of Trust securing Defendant's loan references the United States Department of Housing and Urban Development ("HUD") regulations and said Deed of Trust expressly states that "This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the [HUD] Secretary." (Deed of Trust, p. 3, sec. 9(d)). Specifically, pursuant to the September 8, 2008 Mortgagee Letter 2008-27 requiring mortgagees of FHA-insured loans to pursue loss mitigation prior to instituting foreclosure actions, HUD regulations regarding loss mitigation efforts required by mortgagees found in the CFR Title 24, Part 203, Subpart C, "Servicing Responsibilities" are compulsory that a face-face letter be issued to a homeowner prior to any foreclosure action being filed. Appellees have failed to evidence that the servicer, Bank of America, complied with the requirement pursuant to §203.604 to make a reasonable effort to arrange a face-to-face meeting prior to filing a complaint against Defendant for foreclosure. Defendant reminds this Court that "It is the intent of the Department [HUD} that no mortgagee shall commence a foreclosure or acquire title to a property ***until the requirements of this subpart [CJ have been followed."*** (24 C.F.R. §203.500 (emphasis added)).

Appellees claim that the subject property is not owner occupied, however, every letter and certificate of service notice is addressed to the Appellants at the subject property. In fact, Appellees served the Order to Docket to the subject property. The Affidavit claiming that the subject property is not owner occupied is clearly false.

In the Declaration of Exemption from Moratorium, Appellees attest that the subject property is not subject to any federal or state moratorium or stay that restricts in any way an action to foreclose (E.32). That statement is false. As the claim is that the subject loan is FHA insured then Appellees and Carrington are required to comply with FHA guidelines, the most recent dated January 20, 202. (E-355). This Mortgagee Letter expands the Covid-19 Recovery Loss Mitigations Options even for the loans that were delinquent prior to March 2020. This Mortgagee letter updated previous letters that were in place prior to the sale of the subject property which had the same requirements for loss mitigation. Carrington never reached out to Appellants for any loss mitigation.

One of the Loss Mitigation programs available for FHA insured loans did not require the borrower to even submit any documents, the servicer was to just run the numbers based on loan amount and value of the property. The claim in the Final Loss Mitigation Affidavit that Appellants did not submit an application for loss mitigation Is a red herring as no application is required for this program. Carrington failed to comply with FHA with its failure to review Appellees for an "ALM" modification which was available June 25, 2021, and did not require any documentation from the borrower. Carrington failed to review Appellees for this option which was available prior to the sale of her home.

The Office of Inspector General announced on June 13, 2023, that servicers generally did not meet HUD requirements when providing loss mitigation assistance to borrowers with delinquent FHA loans. OIG found that servicers did not provide proper loss mitigation assistance to approximately two-thirds of delinquent borrowers. (E-368B).

In February 2024, Appellants later filed a Supplemental Reply which included an Affidavit from a certified document examiner, Amelia M. Reaux, which stated, *inter alia,* that alleged signature images of Appellants were more likely than not copied and pasted on certain notes by an unknown party from a 2008 mortgage file. (E. 438, 441-446). The lower court made no mention of this additional information, nor did it set a hearing in its subsequent Order on March 7, 2024 and March 20, 2024.

The Court of Special Appeals has held that "Foreclosure is an equitable procedure, and the Substitute Trustees must demonstrate, upon remand, that this particular foreclosure has not 'been marred by fraudulent, illegal, or inequitable conduct.'" *Mitchell v. Yakco,* 232 Md. App 624,641 (2017).

There are two elemental principles underlying Maryland's foreclosure procedure. First, a power of sale foreclosure is intended to be a summary, in rem proceeding", where there should be no doubt as to the validity of the lien and the lien instruments. Second, the action is "peculiarly within a court of equity's jurisdictional powers", the foreclosure must be free of any "fraudulent, illegal or inequitable conduct." *Wells Fargo v. Neal,* 398 Md. 705, at 705-06, 728-730 (2007). Clearly there is inequitable conduct on behalf of the Plaintiff in submitting fraudulent documents to this Court.

Under the Court of Appeals holding in *Wells Fargo,* a homeowner may use a defense of improper and/or inequitable conduct by the servicer as a defense to foreclosure. The Court addressed the issue of "unclean hands" to support a defense in a foreclosure action, as stated directly below:

> The clean hands doctrine states that "courts of equity will not lend their aid to anyone seeking their active interposition, who has been guilty of fraudulent, illegal, or inequitable conduct in the matter with relation to which he seeks assistance." The doctrine does not mandate that those seeking equitable relief must have exhibited unblemished conduct in every transaction to which they have ever been a party, but rather that the particular matter for which a litigant seeks equitable relief must not be marred by any fraudulent, illegal, or inequitable conduct. "There must be a nexus between the misconduct and the transaction because [w]hat is material is not that the plaintiffs hands are dirty, but that he dirties

> them in acquiring the right he now asserts.'" As we have stated previously, the NHA and its implementing regulations compel FHA mortgagees to pursue loss mitigation strategies before initiating foreclosure. In the present case, if Neal's contentions regarding Wells Fargo's failure to comply with the loss mitigation directives are proven to the satisfaction of the trial com1, such a failure may constitute improper and/or inequitable conduct, depending on the proven circumstances. Thus, under the doctrine of clean hands, while Neal technically may be said to be in default, the legal fiction that no default exists may be maintainable until such time as Wells Fargo complies with the statutory and regulatory requirements imperative to pursue loss mitigation prior to foreclosure. (Citations omitted).

Id., 922 A2d at 552-53.

Because the lower court abused its discretion, this court must protect the borrower from Appellants attempting to take a borrower's home when the Appellees have no legal right to do so. The subject lien was not signed by Ms. Williams as she did not refinance her home. The loan that she had taken was that of the purchase of her home. She never refinanced her home.

If Appellees are allowed to move forward with this stealing of Appellants' home, it will set a precedent wherein any unscrupulous lender can fake the origination of an FHA insured loan by pasting and cutting signatures. As a Court of Equity, this Court must recognize the fact that the subject loan was not originated per FHA guidelines that point up the fraudulent natμre of the loan.

Homeownership is sacrosanct in this country and allowing Plaintiffs to take Defendant's home with the use of false and fraudulent documents and Affidavits is shameful and should shock the conscience of this court.

CONCLUSION

For the foregoing reason, this court must vacate the Orders of the lower court and remand to that court for further proceedings consistent with its opinion.

Respectfully submitted,

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APPENDIX H — BRIEF FOR APPELLEE IN THE APPELLATE COURT OF MARYLAND, FILED APRIL 15, 2025

IN THE APPELLATE COURT OF MARYLAND

No. 246

September Term, 2024

MDEC No. ACM-REG-246-2024

ANTIONETTE M. WILLIAMS,

Appellant,

v.

LOGS LEGAL GROUP LLC,

Appellee.

On Appeal from the Circuit Court for Prince George's County in Case No. CAEF22-12959
(Hon. Gladys M. Weatherspoon, Judge)

BRIEF FOR APPELLEE

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Appendix H

[TABLE INTENTIONALLY OMITTED]

STATEMENT OF THE CASE

This matter comes before the Court as an attempt of Antoinette Williams ("Appellant") to forestall the foreclosure of her property located in Prince George's County, Maryland. The Substitute Trustees in the instant case commenced the foreclosure action by filing an Order to Docket on April 18, 2022. [E.1-31]. The subject property was sold at auction on September 6, 2022. [E.37-38]. The foreclosure sale was ratified by order dated March 15, 2023 [E.53-54], from which no appeal was taken, and no exceptions to the sale were filed.

Appellant subsequently filed several motions with the Circuit Court, all of which were denied. The Circuit Court entered an order ratifying the Auditor's Report and closing the case on October 13, 2023, [E.58-59] from which no exceptions were taken and no appeal was noted. Instead, on December 20, 2023, Appellant filed a Motion to Vacate Sale Based Upon Fraud, Mistake, and Irregularity, which is notably almost identical to Appellant's brief filed herein. [E.303-325]. The Substitute Trustees filed a response to Appellant's Motion to Vacate Sale on January 24, 2024. [E. 404-415]. Appellant's Motion to Vacate sale was denied. [E. 465-470]. Subsequently, Appellant requested that the Circuit Court reconsider its denial [E.471-496], which was also denied. [E. 497-498]. This appeal followed. [E. 501-502].

Appendix H

QUESTIONS PRESENTED

I. IS A HOMEOWNER WHO IS IN DEFAULT ON HER FINANCIAL OBLIGATIONS UNDER A NOTE AND DEED OF TRUST PRECLUDED FROM ASSERTING ALLEGATIONS WHICH SHOULD HAVE BEEN RAISED PRE-SALE AS A MOTION TO VACATE SALE PURSUANT TO MD. R. 2-535(b).

STATEMENT OF FACTS

On or about May 19, 2009, Appellant executed a Note in the original principal amount of $255,424.00. [E.19-20]. The Note is secured by the lien of a first-priority Deed of Trust that encumbers the property commonly known as 8201 Imperial Drive, Laurel, Maryland 20708 ("the Property"). [E.5-17]. On January 27, 2018 Appellant and Tameka Williams entered into an Assumption and Modification Agreement, which amended and supplemented the Note and original Deed of Trust. Appellant defaulted on the loan on May 2, 2020 [E.4], and the account was referred for foreclosure on March 21, 2022.

The Substitute Trustees filed the Order to Docket in the underlying foreclosure action on April 18, 2022. [E.1]. At the time the Order to Docket was filed, the debt was $234,353.00. [E.3]. On April 18, 2022, Appellant filed a complaint against Carrington Mortgage Services, LLC, ("Carrington") relating to the same deed of trust that is the subject of the underlying foreclosure action (Case No. CAE22-13507). Appellant was served in the underlying foreclosure action on April 27, 2022. [E.173]. The final loss mitigation affidavit was filed on June 23, 2022. [E.36]. The Property was sold at foreclosure auction, without objection, to Carrington on September 6, 2022 for $243,000.00. The Report of Sale was filed on October 6, 2022. [E.37-46]. Appellant did not file a Md. R. 14-211 motion to stay or dismiss prior to the foreclosure sale, as required under the Maryland Rules.

On or about October 4, 2022, Carrington removed the case Appellant previously filed against it to the United States District Court for the District of Maryland. On or about October 19, 2022, Appellant filed a Notice of Removal in the underlying foreclosure case, claiming that it was filed "in conjunction with" the case previously removed by Carrington. [E.47-48]. On January 24, 2023, the Substitute Trustees filed a Motion to Reopen the underlying foreclosure action and the case was reopened on February 21, 2023. [E.50-52]. On Marh 16, 2023, the Circuit Court entered an order ratifying the foreclosure sale dated March 15, 2023 [E.53-54]. Appellant did not file Md. R. 14-305 exceptions prior to the entry of the order of ratification nor did she note an appeal following the ratification of the sale.

Instead, on May 23, 2023, Appellant filed a Motion to Dismiss or in the Alternative Leave to Remove. [E.54-57]. Subsequently, on June 7, 2023, the Auditor filed his report and account. On June 16, 2023, Appellant filed a paper entitled "Exceptions to Petition for Foreclosure," [E.60-63] which was overruled by order dated July 16, 2023 [E.249]. The Substitute Trustees filed their Response to Appellant's Motion to Dismiss or in the Alternative Leave to Remove on June 21, 2023. [E.166-171]. The Circuit Court denied Appellant's Motion to Dismiss, by Order entered on June 27, 2023. [E. 211-212]. On July 3, 2023, Appellant filed a Motion to Reconsider that denial. [E.213-243]. The Substitute Trustees filed their response on July 28, 2023. [E. 250-287]. However, Appellant's Motion to Reconsider had already been denied on or about July 16, 2023. Accordingly, on August 28, 2023, the Circuit Court entered an Order declaring Appellant's Motion to Reconsider moot. [E.288-290].

At this time, a second case in the United States District Court for the District of Maryland was filed, in which Appellant again attempted to remove the underlying foreclosure case. However, on August 31, 2023, the Circuit Court noted the second Notice of Removal but took no action. [E.291]. On October 5, 2023, the United States District Court for the District of Maryland remanded the case to the Circuit Court. [E. 292-298, E.416-419].

On October 13, 2023, the Circuit Court entered an Order Ratifying the Auditor's Report [E.299-300]. Appellant did not file exceptions to the audit pursuant to Md. R. 2-543, nor did Appellant note an appeal at that time.

Instead, on December 20, 2023, over fifteen (15) months following the foreclosure sale, over nine (9) months after the entry of the order ratifying the sale, and over two (2) months after entry of the order ratifying the audit, Appellant filed a Motion to Vacate Sale Based

Upon Fraud, Mistake, and Irregularity, pursuant to Md. R. 2-535 and Request for Hearing (the "Motion to Vacate Sale"). [E.303-325]. The Motion to Vacate Sale alleged, *inter alia,* that the Note and Deed of Trust which were the basis for the underlying foreclosure contained a fraudulent signature. The Substitute Trustees filed a response to Appellant's Motion to Vacate Sale on January 24, 2024. [E. 404-415]. A Motion for Judgment Awarding Possession was filed on January 25, 2024. [E.420-435]. On January 30, 2024, Appellant filed a Reply to the Substitute Trustees' Response to Appellant's Motion to Vacate Sale and Response to the Motion for Possession. [E.436-437]. Then, on February 15, 2024, Appellant filed a Supplemental Reply. [E. 438-464].

On March 7, 2024, the Circuit Court denied Appellant's Motion to Vacate Sale, stating, *inter alia*, that Appellant's Motion to Vacate Sale did "not advocate for a particular court ruling to be revised/reconsidered but rather called for the apple cart in its entirety to the thrown asunder." As a result, the Circuit Court treated Appellant's Motion to Vacate Sale as a Md. R. 14-211 Motion to Stay/Dismiss Foreclosure Sale and Md. R. 14-305 Exceptions to Foreclosure Sale. The Circuit Court found that the Motion to Stay/Dismiss was untimely, and the Exceptions failed to raise any irregularity as to the procedure of the sale, and therefore, the foreclosure sale was fairly and properly conducted. [E.465-470]. On March 18, 2024, Appellant filed a Motion to Alter or Amend Judgment Pursuant to Md. R. 2-534 and Request for Hearing ("Motion to Alter or Amend"), [E. 471-496] which was denied by Order entered March 20, 2024 [E.497-498]. On March 29, 2024, the

Circuit Court granted the Motion for Judgment Awarding Possession. [E.499-500]. Appellant then noted the instant appeal on April 4, 2024. [E.501-502].

STANDARD OF REVIEW

This Court reviews an action tried without a jury "on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous…" Md. R. 8-131(c). "If there is substantial evidence to support the lower court's factual conclusion, that finding must be reviewed in the light most favorable to the prevailing party below." *Space Aero Prods. Co. v. R. E. Darling Co.*, 238 Md. 93, 106 (1965). However, "[t]he deference shown to the trial court's factual findings under the clearly erroneous standard does not, of course, apply to legal conclusions. When the trial court's order 'involves an interpretation of and application of Maryland statutory and case law, our Court must determine whether the lower court's conclusions are legally correct under a *de novo* standard of review.'" *Nesbit v. Gov't Emples. Ins. Co.,* 382 Md. 65, 72 (2004) (quoting *Walter v. Gunter*, 367 Md. 386, 392 (2002)).

Furthermore, setting aside an enrolled judgment in contravention to the requirement of finality is an exceptional form of relief. "[I]n all such cases, the court, in addition to requiring the party who moves to set aside an enrolled judgment to show by satisfactory proof that he is acting in [i] ***good faith***, with [ii] ***ordinary diligence***, and that he has a [iii] ***meritorious defense*** or cause of action, as the case may be, should also require [iv] ***a showing of such***

facts and circumstances as will certainly establish the fraud, mistake or irregularity allegedly resorted to in obtaining the judgment sought to be vacated." *Tasea Inv. Corp. v. Dale*, 222 Md. 474, 479 (1960) (emphasis added).

ARGUMENT

I. THE CIRCUIT COURT CORRECTLY OVERRULED APPELLANT'S MOTION TO VACATE THE SALE BECAUSE APPELLANT DID NOT RAISE A PROPER CHALLENGE TO THE FORECLOSURE SALE

Under Maryland law, after a foreclosure sale has occurred, only challenges alleging defects in the foreclosure sale itself can be brought by a borrower. Appellant did not properly raise any such challenges. Moreover, Appellant's allegations of fraud do not fit within Md. R. 2-535(b)'s framework for vacating an enrolled order, because they do not allege extrinsic fraud, procedural irregularity, or jurisdictional mistake. Further, Appellant did not act diligently to raise her arguments, instead waiting to begin to attempt to raise them until over eight (8) months after the sale itself, more than two (2) months after the targeted ratification order, and the Motion to Vacate Sale giving rise to the instant appeal was not filed until fifteen (15) months following the sale itself and nine (9) months following the ratification order. Lastly, Appellant has not raised a meritorious defense, nor has she alleged any defect in the foreclosure sale itself.

A. Appellant Cannot Articulate a Sufficient Basis for the Exercise of the Court's Revisory Power to Reopen the Foreclosure Case and Vacate the Order Ratifying the Foreclosure Sale.

Setting aside an enrolled judgment in contravention to the requirement of finality is an exceptional form of relief and requires a showing of all four of the *Tasea* factors. "[I]n all such cases, the court, in addition to requiring the party who moves to set aside an enrolled judgment to show by satisfactory proof that he is acting in [i] ***good faith***, with [ii] ***ordinary diligence***, and that he has a [iii] ***meritorious defense*** or cause of action, as the case may be, should also require [iv] a ***showing of such facts and circumstances as will certainly establish the fraud, mistake or irregularity allegedly resorted to in obtaining the judgment sought to be vacated***." *Tasea Inv. Corp. v. Dale*, 222 Md. 474, 479 (1960). (emphasis added). Moreover, '[t]he evidence necessary to establish fraud, mistake, or irregularity must be clear and convincing." *Thacker v. Hale*, 146 Md. App. 203, 217 (2002). Here, Appellant cannot meet that standard.

B. Appellant Does not Assert that Appellees Acted to Prevent an Adversarial Trial in this Matter and Therefore Does Not Assert the Presence of Extrinsic Fraud

In *Jones v. Rosenberg*, this Court (then the Court of Special Appeals) explained that final ratification of a foreclosure sale is res judicata as to the validity of such sale, and the court's order cannot be reopened for fraud except in the case of extrinsic fraud. *See Jones v. Rosenberg*, 178 Md. App. 54, 72-73 (2008). Specifically, with regards to the distinction between extrinsic and intrinsic fraud, the *Rosenberg* Court explained:

> [A]n enrolled decree will not be vacated even though obtained by the use of forged documents, perjured testimony, or any other frauds which are "intrinsic" to the trial of the case itself. Underlying this long settled rule is the principle that, once parties have had the opportunity to present before a court a matter for investigation and determination, and ***once the decision has been rendered and the litigants, if they so choose, have exhausted every means of reviewing it, the public policy of this State demands that there be an end to that litigation***…[.] This policy favoring finality and conclusiveness can be outweighed ***only*** by a showing "that the jurisdiction of the court has been imposed upon, or that the prevailing party, by some extrinsic or collateral fraud, has prevented a fair submission of the controversy.

Id. (*quoting Billingsley v. Lawson*, 43 Md. App. 713, 719 (1979)) (*quoting Schwartz v. Merchs. Mortgage Co.*, 272 Md. 305, 308-09 (1974)) (emphasis added); *see also*, Md. R. 2-535(b) ("On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.").

Thus, the *Rosenberg* Court concluded, "[f]raud is extrinsic when 'it actually prevents an adversarial trial but is intrinsic when it is employed during the course of the hearing which provides the forum for the truth to appear, albeit, the truth was distorted by the complained of fraud.'" *Rosenberg,* at 73. (*quoting Manigan*, 160 Md. App. at 121) (*quoting Billingsley*, 43 Md. App. at 719)). Consequently, "***an enrolled decree will not be vacated even though obtained by the use of forged documents, perjured testimony, or any other frauds which are 'intrinsic' to the trial of the case itself.***" *Schwartz v. Merchants Mortg. Co.*, 272 Md. 305, 308 (1974). (emphasis added). (*quoted* in *Billingsley, supra*).

Thus, assuming *arguendo*, that Note and the Deed of Trust, which were the basis for the underlying foreclosure case were not signed by Appellant and the loan was fraudulently originated (App. Brief at p. 4), or any of the other numerous alleged infirmities set forth in Appellant's brief are true, all such infirmities constitute intrinsic, not extrinsic, fraud, which does not allow for the reopening of the foreclosure case pursuant to Md. R. 2-535(b). Indeed, "[u]nder Maryland law, it is clear that making an intentionally false statement in a complaint would not constitute extrinsic fraud and that proof of such fraud will not suffice to set aside an enrolled judgment." *Green v. Ford Motor Credit Co.*, 152 Md. App. 32, 49 (2003) (citation omitted).

Here, the record reflects that Appellant was given proper notice of the proceeding, and had every opportunity to timely challenge the foreclosure sale, yet elected not to. Appellant presents no allegation that would constitute extrinsic fraud, i.e., fraud that actually prevented an adversarial trial regarding the issues that she now advances. *See Rosenberg*, 178 Md. App. at 73. Thus, because Appellant did not assert the presence of extrinsic fraud within the meaning of Md. R. 2-535(b), the Circuit Court properly denied her Motion to Vacate Sale as well as the related Motion to Alter or Amend. In any event, Appellant has not and cannot articulate ordinary diligence to warrant reopening the foreclosure case. *See Tasea, supra.*

C. Appellant Has Not Alleged the Presence of a Procedural Irregularity Sufficient to Reopen the Foreclosure Case

Nor is there present any irregularity warranting the exercise of any revisory power to reopen the judgment. In *Thacker*, this Court (then the Court of Special Appeals) explained that "[i]rregularities warranting the exercise of revisory powers most often involve a judgment that resulted from a failure of process or procedure by the clerk of a court, including for example, failures to send notice of a default judgment, to send notice of an order dismissing an action, to mail a notice to the proper address, and to provide for required publication. *Thacker,* 146 Md. App. at 219-220. (citations omitted). Therefore, the *Thacker* Court explained:

> Applying this narrow concept of "irregularity," the Court of Appeals consistently has rejected attempts to exercise revisory power over

> judgments that have been called into question on their merits, rather than on the basis of questionable procedural provenance. The Court has refused to characterize challenges to the substance of judgments that were obtained through appropriate procedures as "irregularities." In [*Weitz v. MacKensie*, 273 Md. 628, 631 (1975)], the Court reversed an order setting aside a confessed judgment against a guarantor who established that the note was ambiguous as to which obligations were being guaranteed. In *Autobahn Motors, Inc. v. City of Baltimore*, 321 Md. 558, 563…. (1991), the Court reversed an order revising a judgment of condemnation in order to correct the city's erroneous measurements. Indeed, in the Court of Appeals' most recent Rule 2-535(b) decision, issued after oral argument in this case, we see further support for such a narrow construction of "irregularity."

Id. at 220.

In *Billingsley v. Lawson*, 43 Md. App. at 719, this Court (then the Court of Special Appeals) refused to allow the reopening of a foreclosure case ratified by consent, when the appellant failed to show "clear and convincing proof" of irregularity. Specifically, the *Billingsley* Court found insufficient Billingsley's claim that the bank had promised to cancel the foreclosure sale upon payment of $5,000.00 a year earlier, and rejected his challenges to "the sufficiency of the advertisement; the acknowledgement on the power of attorney; the fact that the deed to the property was not conveyed within five (5) days after ratification of the sale; Mr. Billingsley's alleged lack of mental capacity when the power of attorney was granted, and the duress which Mrs. Billingsley was under when she consented to the February 12, 1978 decree." *Id.* at 720. ("None of these circumstances amounts to the type of irregularity contemplated by Maryland Rule 625 a [predecessor to Md. R. 2-535(b)]")

Similar to *Billingsley*, Appellant did not allege circumstances amounting to the type of irregularity contemplated by Md. R. 2-535(b). Specifically, Appellant's allegations do not reflect that the Order ratifying the foreclosure sale "resulted from a failure of process or procedure by the clerk of a court." *Thacker*, 146 Md. App. at 219-220. Accordingly, because Appellant did not assert the presence of irregularity within the meaning of Md. R. 2-535(b), she could not seek to reopen the case on this basis.

D. Appellant Has Not Alleged the Presence of a Jurisdictional Mistake Sufficient to Reopen the Foreclosure Case.

Likewise, addressing the types of mistakes that could warrant reopening an enrolled judgment, in *Bernstein v. Kapneck*, 46 Md. App. 231, 239 (1980), this Court (then the Court of Special Appeals) explained that "the mistake must necessarily be confined to those instances where there is a jurisdictional mistake involved." In canvassing the applicable cases, the *Bernstein* Court illustrated which "mistakes" allowed for the reopening of an enrolled judgment, and which were insufficient:

> In *Hughes v. Beltway Homes, Inc.*, 276 Md. 382….(1975), the Court of Appeals interpreted "mistake" as follows: The type of situation in which mistake might be applicable is demonstrated by *Miles v. Hamilton*, 269 Md. 708….(1973) (no valid service of process) and *Ashe v. Spears*, 263 Md. 622….(1971), cert. denied, 406 U.S. 958 (1972), (a contention of no valid service of process). It is further demonstrated by two cases arising before adoption of Rule 625, *Harvey v. Slacum*, 181 Md. 206, 210-11….(1942), (default judgment entered where there has been no valid service of process) and *May v. Wolvington*, 69 Md. 117…. (1888), (judgment by default entered for lack of a plea when appropriate pleadings had in fact been filed) [276 Md. at 387].
>
> The Court indicated that these jurisdictional mistakes could justify the utilization of the Court's revisory power over an enrolled judgment. The Court also noted that it had in various opinions seemed to have equated the term "mistake" with "irregularity." However, it cited a number of cases to which the term mistake was not applicable to an enrolled judgment where there had been an effort to strike. The Court stated that Rule 625 was: not applicable to an enrolled decree in a mechanics'

> lien foreclosure case, making reference to the wrong lot, *Brunecz v. DiLeo*, 263 Md. 481, 483….(1971); to a mistaken belief of out-of-state counsel the Maryland procedure relative to attachment was similar to that in his state, which brought about a judgment by default, *Penn Central Co. v. Buffalo Spring*, 260 Md. 576, 581….(1971); to the negligence or mistake of the agents and counsel of a complaining party, *Wooddy v. Wooddy*, 256 Md. 440, 453….(1970); to failure to attach a ledger card to an affidavit with a motion for summary judgment or the failure of counsel to file an appropriate pleading prior to the expiration of the time specified by rule, *Household Fin. Corp. v. Taylor*, 254 Md. 349, 356….(1969); to a finding that a judgment by default was based upon vouchers, some of which were in the name of the defendant, some in the name of a corporation, and some in the name of another person, *Berwyn Fuel & Feed Co. v. Kolb*, 249 Md. 475, 478-79….(1968); to a mistaken determination that summary judgment should be entered against a defendant, *Rhodes Co. v. Blue Ridge Co.*, 218 Md. 329, 331….(1958); or to a failure by parties defendant to inform their attorneys of the defenses that they had, *Thomas v. Hopkins*, 209 Md. 321, 326-27….[276 Md. at 386-87].

Bernstein, 46 Md. App. at 239-240.

Notably, in *Household Finance Corp. v. Taylor*, 254 Md. 349, 356 (1969), Taylor – the borrower – asserted mistake and fraud in connection with an order granting summary judgment against him, where the lender failed to attach to its motion a ledger card indicating the full statement of account required by the then applicable rules. Believing such mistake to be sufficient to reopen the judgment, the trial court vacated its prior order.

The Court of Appeals reversed and reinstated the judgment against Taylor, observing that:

> Taylor asserts that there was a mistake in granting a summary judgment in that appellant failed to attach the ledger card to its affidavit and motion for summary judgment. However, Taylor tacitly admits he was cognizant of the pending suit when he states in his motion to set aside judgment that he "wrote to his attorney prior to the time an answer was due and requested his attorney to file and answer" to avoid a default judgment. His attorney informed him that he did not receive the letter and thus did not file an answer. This state of facts does not relieve Taylor of his duty to assure himself that the matter has been properly handled. In addition, he had thirty (30) days to file a motion to set aside the judgment, but failed to do so. Therefore, he is not now entitled to set aside an enrolled judgment, claiming that it was obtained by mistake or surprise.

Id.

Here, attempting to override her failure to timely challenge the foreclosure sale, Appellant challenges the documents presented in the foreclosure case as well as some alleged procedural infirmities committed by the lender prior to the sale. Thus, like Mr. Taylor, who could not challenge the missing ledger card, Appellant is not entitled to set aside an enrolled judgment by challenging the documents filed in her foreclosure case, and denial of Appellant's Motion to Vacate Sale and Motion to Alter or Amend on this basis was proper.

E. Appellant Cannot Articulate that She Acted in Good Faith with Ordinary Diligence or that She has a Meritorious Defense to the Underlying Foreclosure

As explained in *Tasea*, fraud, mistake, or irregularity is not enough to reopen a case. Rather, Appellant would also be required to assert that she acted in [i] ***good faith***, with [ii] ***ordinary diligence***, and that she has a [iii] ***meritorious defense*** or cause of action. *See Tasea, supra.*

Appellant did not act with the diligence required by Maryland law to vacate an enrolled order. Notably, in the absence of any pre-sale challenge, or timely appeal of her foreclosure case, the Substitute Trustees contend that Appellant cannot be said to have acted in good faith or with ordinary diligence. For example, in *Hughes*, 276 Md. 382 (1975), the Court of Appeals (now Supreme Court of Maryland) reviewed a circuit court's denial of a borrower's motion to vacate an enrolled order ratifying a foreclosure sale, which the borrower filed almost six (6) months after the sale itself, and approximately three (3) months after the entry of the targeted ratification order. *Id.* at 383. In affirming the denial of the borrower's motion, the *Hughes* Court agreed with the lower court that "[t]he extraordinarily long time that passed from the date of the sale until [the borrower] raised its complaint precludes the finding of diligence and may even bring the issue of good faith into question." *Id.* at 388.

Here, Appellant's sale occurred on September 6, 2022, and was ratified on March 15, 2023. Appellant did not make any attempt to challenge the foreclosure sale until May 23, 2023, over eight (8) months after the sale itself, and more than two (2) months after the targeted ratification order. Moreover, the Motion to Vacate Sale giving rise to the instant appeal was not filed until over fifteen (15) months following the foreclosure sale, over nine (9) months after the entry of the order ratifying the sale, and over two (2) months after entry of the order ratifying the audit. Thus, like in *Hughes*, "[t]he extraordinarily long time that passed from the date of the sale until [the borrower] raised its complaint precludes a finding of diligence." *Id.*

Furthermore, given the nature of Appellant's claim that the Note and Deed of Trust underlying the foreclosure case were fraudulent, in addition to the other alleged infirmities which occurred prior to the sale, such claims must be asserted, if at all, prior to the foreclosure sale. Indeed, even if Appellant had timely filed exceptions to the foreclosure sale (which she did not), she could not challenge the Substitute Trustees' right to foreclose or the validity of the debt, as such challenges would have to have been timely made before the sale. *See Bates v. Cohn*, 417 Md. 309, 328 (2010). ("[A] homeowner/borrower ordinarily must assert known and ripe defenses to the conduct of a foreclosure sale prior to the sale, rather than in post-sale exceptions"); *see Id.* at 319, n. 9 ("[O]nce a sale occurs, a homeowner no longer raises 'defenses' that challenge the lender's right to foreclose; rather, he or she files 'exceptions' to the sale itself"); *see also,* Md. R. 14-211 (setting forth the pre-sale framework for a borrower to challenge a trustee's right to foreclose). Further, to the extent that Appellant's motion presented claims that were not raised by exceptions, such claims were waived, *see* Md. R. 14-305(d)(1) ("Any matter not specifically set forth in the exceptions is waived unless the court finds that justice requires otherwise."), and are barred under the doctrine of res judicata. *See Anne Arundel County Bd. of Educ. v. Norville,* 390 Md. 93, 106-107 (2005). ("The doctrine of res judicata bars the relitigation of a claim if there is a final judgment in a previous litigation where the parties, the subject matter and causes of action are identical or substantially identical as to issues actually litigated and as to those which could have or should have been raised in the previous litigation").

Therefore, Appellant here did not act with the diligence required to vacate an enrolled order pursuant to Md. R. 2-535(b). Rather, the amount of time Appellant waited "precludes a finding of diligence." *Hughes*, 276 Md. at 388. Therefore, the denial of Appellant's Motion to Vacate Sale and Motion to Alter or Amend was proper.

Furthermore, as indicated above, even if Appellant proved by clear and convincing evidence extrinsic fraud, mistake, or irregularity (which she did not), and further established that she has acted in good faith and with ordinary diligence (which she did not), she still must also assert a ***meritorious defense*** to the cause of action to succeed in vacating an enrolled order pursuant to Md. R. 2-535(b). *See Tasea Inv. Corp. v. Dale*, 222 Md. at 479.

Within the context of an order ratifying a foreclosure sale, as a matter of law a "meritorious defense" would be a procedural irregularity in the auction itself, which adversely affected the borrower's substantial rights. *See Bates v. Cohn*, 417 Md. 309, 327 (2010); *Fagnani v. Fisher*, 418 Md. 371, 384 (2011). Examples of procedural allegations that may properly be raised as a defense to ratification are: "the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc." *Bates*, at 327. (*quoting Greenbriar Condominium v. Brooks*, 387 Md. 683, 741 (2005)). Md. R. 14-305(d) governs the assertion of such a defense. Moreover, as discussed above, defenses that are known and ripe to a borrower prior to the sale date must be asserted before the sale in an effort to obtain injunctive relief and thereafter cannot be considered "meritorious defenses" to the Court's post-sale entry of a ratification order. *Bates*, 417 Md. at 328.

The gravamen of Appellant's purported defense is that the Note and Deed of Trust were fraudulently executed (in addition to other alleged procedural infirmities committed by the lender prior to the sale) and therefore the Substitute Trustees did not have a right to foreclose. Appellant's allegations were ripe and available to be raised prior to the foreclosure sale, and do not relate at all to the conduct of the foreclosure auction itself.

Therefore, because Appellant did not timely and properly assert a pre-sale challenge to the foreclosure, Appellant's substantive challenge to the right to foreclose (which she failed to challenge prior to the foreclosure sale or even by way of timely filed exceptions) is insufficient to establish a meritorious defense necessary to reopen the foreclosure case under the *Tasea* standard.

F. There is No Requirement to Hold a Hearing in Denying a Motion Filed Pursuant to Md. R. 2-535 or Md. R. 2-534

Furthermore, there is no requirement that the lower court hold a hearing in denying a Motion filed pursuant to Md. R. 2-535 or Md. R. 2-534. Appellant briefly mentions in her brief that the Circuit Court did not "set a hearing in its subsequent Order on March 7, 2024 and March 20, 2024." (App. Brief at p. 13). However, this is inconsequential. Md. R. 2-311(e) provides that "[w]hen a motion is filed pursuant to Rule….2-534 the court shall determine in each case whether a hearing will be held, but it may not grant the motion without a hearing." Moreover, "[n]othing in the Maryland Rules requires a hearing when a motion to revise judgment based on 'fraud, mistake, or irregularity' is denied." *Shih Ping Li v. Tzu Lee*, 210 Md. App. 73, 116 (2013); *see also, Miller v. Mathias,* 428

Md. 419, 441 (2012). Therefore, the Circuit Court did not abuse its discretion in electing not to set a hearing on Appellant's Motions pursuant to Md. R. 2-535 or Md. R. 2-534 as to do so would be an end around Md. R. 14-211 and Md. R. 14-305.

CONCLUSION

Appellant cannot reopen the ratification of the foreclosure sale, and is bound by the law of the case. When a party fails to note an appeal, and therefore deprives the Court of jurisdiction, a motion to vacate cannot be used as an end around to create jurisdiction where it does not exist. The foreclosure sale is final and un-appealable.

Appellant's claims are insufficient to warrant the trial court's exercise of its revisory power. To that end, Appellant cannot satisfy the *Tasea* standard. Appellant's claims challenging the foreclosure documentation and right to foreclose do not constitute extrinsic fraud, irregularity in court procedure, or jurisdictional mistake. Appellant's challenges are pre-sale objections that have been long waived. Thus, she cannot establish that she has proceeded in good faith with ordinary diligence. Accordingly, based on the foregoing, the Circuit Court did not err in denying Appellant's Motion to Vacate the Sale or her Motion to Alter or Amend and the denial of the same must be affirmed.

Respectfully submitted,

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APPENDIX I — REPLY BRIEF FOR APPELLANT IN THE APPELLATE COURT OF MARYLAND, FILED MAY 31, 2025

IN THE APPELLATE COURT OF MARYLAND

September Term, 2024
No. 246

ANTOINETTE WILLIAMS,

Appellant,

vs.

LOGS LEGAL GROUP, LLC, *et al.*,

Appellees.

REPLY BRIEF FOR APPELLANT

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[TABLES INTENTIONALLY OMITTED]

Appellant hereby briefly replies to those portions of Appellees' Brief which raise new issues or arguments or where Appellees' arguments are red herrings. Appellant has addressed most of the issues in it's own Brief and will not reiterate those arguments here. Appellant will address any other issues during oral argument.

SUPPLEMENTAL STATEMENT OF THE FACTS

Appellees' include in their Statement of Facts that "[o]n January 27, 2018 Appellant and Tameka Williams entered into an Assumption and Modification Agreement, which amended and supplemented the Note and original Deed of Trust." Appellee's Brief at 2. There is no reference for this document in the Record Extract or any indication as to when this Assumption and Modification Agreement was filed with the circuit court.

REPLY ARGUMENT

I. THE CIRCUIT COURT LACKS JURISDICTION OVER THE FORECLOSURE OF A DEED OF TRUST AND NOTE WHICH HAS BEEN "AMENDED AND SUPPLEMENTED" UNLESS THE AMENDMENT IS FILED WITH THE ORDER TO DOCKET.

Appellees acknowledge that an enrolled judgment can be disturbed when a jurisdictional mistake exists. Appellees' Brief at 12-13. Maryland law expressly states that an Order to Docket ***shall be accompanied*** by both the deed of trust and the note being foreclosed. Md. Code, Ann., RP § 7-105. 1(e)(2). "Title 14 of the Maryland Rules charges the court with a layer of oversight" in a foreclosure sale. *Simard v. White*, 383 Md. 257, 311-12 (2004). "The court shall ratify the sale if. . .(2) the court is satisfied that the sale was fairly and properly made." Md. Rule 14-305(t). In other words, the court is charged with overseeing that the foreclosure sale is conducted in accordance with Maryland's foreclosure laws as well as the terms of the contract between mortgagor and mortgagee.

In order for the circuit court to evaluate whether the sale was fairly and properly made, the circuit court must have all of the documents which govern the relationship between the parties. In other words, the court must have any and all amendments or supplements to the Deed of Trust and the Note. The failure of the Substitute Trustees to file the complete contract deprives the circuit court of the ability to determine whether the sale was properly made.

Foreclosure proceedings are summary proceedings wherein the power to take property is vested in the Substitute Trustee. A judicial foreclosure is not a true adversary proceeding where the parties move toward a trial on the merits of the disputes raised in a complaint, counterclaim, crossclaim, and/or third party claim and answers thereto. It moves at a fast pace with very short timeframes within which discrete questions to be raised. As a result, the legislature has mandated the foreclosing party put the entirety of the contract before the circuit court at the outset.

Despite those safeguards, Substitute Trustees now inform this Court that the Note and Deed of Trust filed at the beginning of this foreclosure were incomplete because they had been "amended and supplemented" before the instant foreclosure was filed. The result is that the circuit court was not informed of the terms of the agreement being enforced, preventing the circuit court from competently overseeing the foreclosure process. In short, the circuit court has been deprived of subject matter jurisdiction and the matter should be remanded with instructions to dismiss the foreclosure.

II. SUBSTITUTE TRUSTEE HAS UNCLEAN HANDS IN ITS INITIATION OF THE FORECLOSURE, WARRANTING DISMISSAL OF THE FORECLOSURE ACTION.

The unclean hands doctrine applies when a party engaging in unlawful or inequitable conduct seeks the assistance of a court of equity. *Wells Fargo Home Mortgage Inc. v. Neal*, 398 Md. 705, 729, 922 A.2d 538 (2007). If this Court determines that the failure to provide the circuit court with all of the documents governing the relationship between the mortgagor and the mortgagee does not deprive the circuit court of subject matter jurisdiction over the foreclosure, it certainly rises to the level of the Substitute Trustee engaging in inequitable and unlawful conduct before a court of equity. It goes without saying that providing some but not all of the documents mandated by statute is unlawful conduct even if it does not rise to the level of criminal or fraudulent conduct. Moreover, providing less than all of the information the statute requires has the practical effect of misleading the court or at least preventing it from understanding the scope of the power of the mortgagee and its representatives with regard to this property.

CONCLUSION

For the foregoing reasons and those stated in Appellant's Brief and which will be presented during oral argument, Appellant respectfully requests that the Court remand with instructions to dismiss the foreclosure.

APPENDIX R-A: PERTINENT TEXT
Maryland Code, Ann,

Real Property, § 7-105.1(e)

(e) An order to docket or a complaint to foreclose a mortgage or deed of trust on residential property shall:

(1) Include:

(i) If applicable, the license number of:

1. The mortgage originator; and

2. The mortgage lender; and

(ii) An affidavit stating:

1. The date on which the default occurred and the nature of the default; and

2. If applicable, that:

A. A notice of intent to foreclose was sent to the mortgagor or grantor in accordance with subsection (c) of this section and the date on which the notice was sent; and

B. At the time the notice of intent to foreclose was sent, the contents of the notice of intent to foreclose were accurate; and

(2) Be accompanied by:

(i) The original or a certified copy of the mortgage or deed of trust;

(ii) A statement of the debt remaining due and payable supported by an affidavit of the plaintiff or the secured party or the agent or attorney of the plaintiff or secured party;

(iii) A copy of the debt instrument accompanied by an affidavit certifying ownership of the debt instrument;

(iv) If applicable, the original or a certified copy of the assignment of the mortgage for purposes of foreclosure or the deed of appointment of a substitute trustee;

(v) If any defendant is an individual, an affidavit that is in compliance with § 521 of the Servicemembers Civil Relief Act, 50 U.S. C. App. § 501 et seq.;

(vi) If applicable, a copy of th enotice of intent to foreclose;

(vii) If the secured party and mortgagor or grantor have elected to participate in prefile mediation, the report of the prefile mediation issued by the Office of Administrative Hearings;

(viii) If the secured party and the mortgagor or grantor have not elected to participate in prefile mediation, a statement that the parties have not elected to participate in profile mediation;

(ix) In addition to any other filing fees required by law, a filing fee in the amount of $300; and

(x) 1. If the loss mitigation analysis has been completed subject to subsection (g) of this section, a final loss mitigation affidavit in the form prescribed by regulation adopted by the Commissioner of Financial Regulation; and

2. If the loss mitigation analysis has not been completed, a preliminary loss mitigation affidavit in the form prescribed by regulation adopted by the Commissioner of Financial Regulation.

APPENDIX R-B: PERTINENT TEXT
Maryland Rules

Rule 14-305 Procedure Following Sale

(a) Report of Sale. As soon as practicable, but not more than 30 days after a sale, the person authorized to make the sale shall file with the court a complete report of the sale and an affidavit of the fairness of the sale and the truth of the report.

(b) Affidavit of Purchaser. Before a sale is ratified, unless otherwise ordered by the court for good cause, the purchaser shall file an affidavit setting forth:

(1) whether the purchaser is acting as an agent and, if so, the name of the principal;

(2) whether others are interested as principals and, if so, the names of the other principals; and

(3) that the purchaser has not directly or indirectly discouraged anyone from bidding on the property.

(c) Affidavit of Auctioneer. Within 15 days after conducting a sale, the auctioneer shall file an affidavit stating that:

(1) neither the auctioneer nor any affiliate or subsidiary of the auctioneer has paid any compensation or other consideration to any person for hiring or aiding in the hiring of the auctioneer to conduct the sale; and

(2) neither the auctioneer nor any affiliate or subsidiary of the auctioneer has any direct or indirect interest in the property sold other than a lawful and agreed-upon fee for conducting the sale; and

(3) neither the auctioneer nor any affiliate or subsidiary of the auctioneer has entered into any agreement or understanding with any person to conduct or assist with the resale of the property other than a resale ordered by the court pursuant to section (f) or (h) of this Rule.

(d) Sale of Interest in Real Property; Notice. Upon the filing of a report of sale or real property or chattels real pursuant to section (a) of this Rule, the clerk shall issue a notice containing a brief description sufficient to identify the property and stating that the sale will be ratified unless cause to the contrary is shown within 30 days after the date of the notice. A copy of the notice shall be published at least once a week in each of three successive weeks before the expiration of the 30-day period in one or more newspapers of general circulation in the county in which teh report of sale was filed.

(e) Exceptions to Sale.

(1) How Taken. A party, and, in an action to foreclose a lien, the holder of a subordinate interest in the property subject to the lien, may file exceptions to the sale. Exceptions shall be in writing, shall set forth the alleged irregularity with particularity, and shall be filed within 30 days after the date of notice issued pursuant to section (d) of this Rule or the filing of the report of

sale if no notice is issued. Any member not specifically set forth in the exceptions is waived unless the court finds that justice requires otherwise.

(2) Ruling on Exceptions; Hearing. The court shall determine whether to hold a hearing on the exceptions but it may not set aside a sale without a hearing. The court shall hold a hearing if a hearing is requested and the exceptions or any response clearly show need to take evidence. The clerk shall send a notice of the hearing to all parties and, in an action to foreclose a lien, to all persons to whom notice of the sale was given pursuant to Rule 14-206 (b).

(f) Ratification. The court shall ratify the sale if (1) the time for filing exceptions pursuant to section (e) of this Rule has expired and exceptions to the report either were not filed or were filed but overruled, and (2) the court is satisfied that the sale was fairly and properly made. If the court is not satisfied that the sale was fairly and properly made, it may enter any order that it deems appropriate.

(g) Referral to Auditor. Upon ratification of a sale, the court, pursuant to Rule 2-543, may refer the matter to an auditor to state an account.

(h) Resale. If the purchaser defaults, the court, on application and after notice to the purchaser, may order a resale at the risk and expense of the purchaser or may take any other appropriate action.