

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 2275

September Term, 2014

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MING CHOW

v.

KRISTINE BROWN ET AL.  
SUBSTITUTE TRUSTEES

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Kehoe,  
Leahy,  
Davis, Arrie W.  
(Retired, Specially Assigned),

JJ.

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Opinion by Davis, J.

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Filed: April 29, 2016

\* This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland court as either precedent within the rule of *stare decisis* or as persuasive authority. Md. Rule 1-10.

This appeal arises out of a residential foreclosure action filed in the Circuit Court for Prince George's County on April 25, 2013, brought by appellees, HSBC Bank's Substitute Trustees, Kristin D. Brown, William M. Savage, Gregory N. Britto, Lil Z. Stitely and Brett A. Callihan ("Substitute Trustees"), against appellant/ homeowner, Ming Yale Chow.

Prior to the initial sale, scheduled for March 4, 2014, appellant filed a Motion for Temporary Restraining Order and Preliminary and Permanent Injunctive Relief. The court enjoined the sale until after a settlement deadline of April 30, 2014 to allow for a private sale that appellant represented he was negotiating. The Final Loss Mitigation Affidavit, which established a deadline to request mediation 30 days from filing, had been filed on August 2, 2013. Appellant requested mediation on March 4, 2014 and also filed a Counterclaim and Third Party Complaint to the foreclosure action on the same day. Mediation was granted by the loan servicer, Wells Fargo, and held at the Office of Administrative Hearings ("OAH") on May 27, 2014. The mediation ended without an agreement and, subsequently, the OAH Administrative Law Judge advised the court that the foreclosure mediation had concluded with no agreement.

On April 3, 2014, one of the Substitute Trustees, William Savage, filed a motion to dismiss appellant's Counterclaim and Third Party Complaint. After the private sale and mediation failed, the court granted appellees' motion to dismiss on June 9, 2014 and entered an order authorizing the schedule of the foreclosure sale. Appellant's subsequent Motion to

Stay the foreclosure sale was denied and the sale took place on July 15, 2014, and the Report of Sale was filed on July 28, 2014.

On September 2, 2014, appellant filed his Exceptions to the Sale, which the court overruled on December 9, 2014. Appellant filed the instant appeal, which presents the following issues:<sup>1</sup>

I. Did the trial court err in granting the Motion to Dismiss appellant’s Counterclaim and Third Party Complaint without holding a hearing and in failing to consider the merits of appellant’s defense?

II. Did the trial court err by dismissing appellant’s Exceptions to the foreclosure sale for untimeliness and by not considering procedural irregularities that appellant asserts in his Exceptions?

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<sup>1</sup> The Issues as framed by appellant are as follows. Our analysis addresses the substance of those issues.

1. Was the trial court's denial of the Appellant's repeated request for a hearing, legally correct when Maryland Rule 2-311(f) requires the trial court to hold a hearing before rendering a decision disposing of a claim or a defense?

2. Was the Court legally correct in failed [sic] the Exception as untimely filing when it was filed on September 2, 2014 [when the] Court [was] closed due to Labor Day, September 1, 2014?

3. Was the Court legally incorrect when not taking into consideration in making decision [sic] on:

a. Identification of wrongdoing in bank handling Short Sale, Mediation and Lost Mitigation leading to illegitimate procedural irregularity regarding the July 15, 2014 sale.

b. Issues raised within the March 4, 2014 Counterclaim and Third Party Complaint which [the] Court dismiss[ed] without prejudice. Note that the Court also dismissed without a hearing. [sic]

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**FACTS AND LEGAL PROCEEDINGS**

On or about July 8, 2005, appellant borrowed \$560,000<sup>2</sup> from American Home Mortgage Acceptance, Inc. ("AHMA") to purchase a residential property located at 4316 Medallion Drive, Silver Spring, Maryland 20904 ("the Property"), securing the loan with a Deed of Trust to AHMA. The Deed of Trust from appellant to AHMA, dated July 8, 2005, was recorded in Prince George's County at Liber 23141, folio 668. AHMA assigned the Deed of Trust to HSBC on September 13, 2012 and it was recorded at Liber 34054, folio 450.

On April 1, 2009, HSBC Bank appointed the initial substitute trustees and recorded its Deed of Appointment of Substitute Trustees at liber 30626, folio 283. Among the initial substitute trustees appointed were Richard A. Lash and David Rosen who filed the Order to Docket,<sup>3</sup> initiating the foreclosure action against appellant on April 25, 2013. The Final Loss Mitigation Affidavit was filed on August 2, 2013 and, on October 7, 2013, HSBC Bank appointed new Substitute Trustees, recording the "Appointment of Substitute Trustees" document at Liber 35315, folio 513.

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<sup>2</sup> The August 19, 2005 Deed stated that Cross Creek General Partnership sold the Property to appellant for \$700,000; \$563,000 was to be paid to the initial substitute trustees and the balance was to be paid to the Cross Creek General Partnership.

<sup>3</sup> The Appointment of Substitute Trustees lists HSBC Bank as a Trustee for Deutsche Alt-A Securities and "in possession of the note secured by the aforementioned Deed of Trust[.]" which is the Deed of Trust from July 8, 2015, delivered by appellant and recorded in Liber 23141 at folio 668 among the Land Records of Prince George's County. Appellee maintains that, along with the Order to Docket, the requisite affidavits were filed certifying the amount owed, ownership and accuracy of the note and the right to foreclose.

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Although the Final Loss Mitigation Affidavit provided for a 30-day deadline to request mediation, appellant requested mediation on March 4, 2015, just prior to the scheduled foreclosure sale of the Property. Wells Fargo, as loan servicer, consented to appellant's mediation request and, on March 6, 2014, OAH scheduled mediation for April 17, 2014, which was later postponed until May 27, 2014, when it was conducted at OAH facilities.

On March 4, 2014, appellant also filed a Verified Motion for Temporary Restraining Order and Preliminary and Permanent Injunctive Relief, alleging that he was in possession of a purchase agreement for the residential property and requesting additional time to consummate the private sale. On the same day, the court enjoined the foreclosure sale, conditioned upon appellant's payment of \$3,000 to be held in escrow for the Substitute Trustees.<sup>4</sup> Also, on the same day, appellant filed a Counterclaim and Third Party Complaint that named William M. Savage, Substitute Trustee, as Counter Defendant and Wells Fargo Bank, N.A. ("Wells Fargo") and HSBC Bank, as Trustee for Deutsche Alt-A Securities, Inc. ("HSBC Bank"), as Third Party Defendants.

Although it was alleged that the two Third Party Defendants had not been properly served, one of the Substitute Trustees, William Savage, filed a Motion to Dismiss

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<sup>4</sup> If the parties to the private sale did not settle by April 30, 2014, the Substitute Trustees could retain the \$3,000 and proceed with the foreclosure sale.

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Counterclaim and Third Party Complaint<sup>5</sup> and a supporting Memorandum on April 3, 2014.

Appellant, however, filed no response and did not request a hearing on the Motion to Dismiss.

The facts surrounding the mediation are disputed by the parties. The May 27, 2014 mediation focused primarily upon appellant's interest in selling the Property by means of a short sale, which appellees maintain Wells Fargo did not approve. A “Residential Contract of Sale” dated March 2014, provided by appellant, lists a purchase price for the Property at \$300,000. Appellees aver that the mediation concluded without an agreement. On May 29, 2014, the “Foreclosure Mediator’s Notification of Status,” from the Honorable Stuart G. Breslow, OAH Administrative Law Judge, was filed with Clerk of the Circuit Court for Prince George’s County, stating, that “the parties participated in the mediation but no agreement was reached.”

A letter from appellant, dated June 19, 2014 and addressed to Judge Breslow, states that appellant believed that he and Wells Fargo “had made an agreement at the mediation session to allow a short sale to proceed since there were multiple bank errors . . . that delayed processing time.” In the letter, appellant further states that “it was clear to [him] that the bank agreed to allow [him] to short sell the house”; however, appellant contended that the bank

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<sup>5</sup> Appellees state, in their brief, that copies of the Deed of Trust, Corporate Assignment of Deed of Trust, Deed of Appointment of Substitute Trustees and Appointment of Substitute Trustees were filed as exhibits to Substitute Trustee William Savage’s Motion to Dismiss Counterclaim and Third Party Complaint and supporting Memorandum and the Circuit Court was asked to take judicial notice.

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blocked him from “doing anything with the loan.” Appellant states that he “should have been informed that [Judge Breslow was] going to report that no agreement was reached so [he could know] what to expect,” reiterating that he “clearly understood that it was agreed [at] that time to short sell the property. . . .”

On June 4, 2014, the court granted appellees’ Motion and dismissed the Counterclaim and Third Party Complaint filed by appellant and entered an Order authorizing the secured party to schedule the foreclosure sale. On June 20, 2014, appellant filed a Motion to Stay Sale and Dismiss Action, to which the Substitute Trustees filed a Response six days later. The Circuit Court, in an Order dated July 11, 2014, denied appellant's Motion to Stay Sale and Dismiss Action for failing to state a valid defense or present a meritorious argument and for failing to state a factual and legal basis per Md. Rule 14–211(a)(3)(B).<sup>6</sup>

The sale of the property proceeded and the Report of Sale was filed on July 28, 2014. On July 31, 2014, a Notice was filed by the Clerk of the Circuit Court for Prince George’s County, stating that sale of the Property “will be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of September, 2014 . . . .” The Notice adverts to the sale amount for the Property as \$540,000.

On September 2, 2014, appellant filed an Exception to Sale, which included a request for a hearing. September 1, 2014 was Labor Day, a holiday observed by the Circuit Court.

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<sup>6</sup> The Circuit Court also denied appellant’s motion because it was “not submitted under oath, or supported by affidavit per Md. Rule 14–211(a)(3)(A)” and because “request not timely filed/ not excused for good cause, pursuant to Md. Rule 14–211(a)(2) and (a)(3)(F).”

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On October 21, 2014, the Substitute Trustees' Response in Opposition to Defendant's Exceptions was filed. On December 9, 2014, the court overruled appellant's Exceptions, finding "that [appellant] failed to timely file the Exceptions, and has failed to comply with Md. Rule 14–305(d), by failing to identify any legitimate procedural irregularity regarding the July 15, 2014 sale." A Notice of Appeal to this Court was filed by appellant on December 31, 2014.

On January 23, 2015, the Order of Sale was ratified and appellant filed a Motion for Reconsideration. An opposition was filed and, on March 23, 2015, the Motion for Reconsideration was denied. The instant appeal was filed April 10, 2015.

### **DISCUSSION**

Appellant states, in his brief, that

[b]y taking a non-factual mediation report and allow[ing a] foreclosure action [to go] forward, by dismiss[ing] all issues in the Counterclaim and Third Party Complaint, the trial court's decision on the exception for the foreclosure sale was not legally correct.

Appellant contends that the trial court erred in denying his Exceptions as untimely filed. Appellant further contends that the trial court abused its discretion in denying his Exceptions. He "respectfully" requests that the Circuit Court's decision overruling his Exceptions be reversed and that the matter be remanded to the Circuit Court to "hold a hearing to consider . . . appellant's Exception[s] to Sale."

Appellees respond that the Circuit Court did not err in overruling appellant's Exceptions to Sale. Although appellees concede that the trial court did err in its finding that



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the Exceptions were untimely filed, appellees note that the court also overruled the Exceptions for “failing to identify any legitimate procedural irregularity regarding the July 15, 2015 sale.” Moreover, appellees assert that the trial court did not err in dismissing appellant’s Counterclaim and Third Party Complaint because no hearing was requested and said pleadings failed to state claims upon which relief can be granted.

## I. EXCEPTIONS TO SALE

### A. *Timeliness*

Appellant asserts that, because the filing date, September 1, 2014, was Labor Day and the court was closed for the holiday, the trial court erred when it found that appellant’s Exceptions to the Sale were untimely filed. Appellees concede that the Exceptions to the Sale “were timely filed according to the Clerk’s notice and should not have been overruled as untimely filed.”

Md. Rule 14–305(a)<sup>7</sup> provides that “as soon as practicable, but not more than 30 days after a sale,” a Report of Sale must be filed with the court and Md. Rule 14–305(b) provides that the clerk of the court issue a notice stating that the sale will be ratified unless “cause to the contrary is shown . . .” Md. Rule 14–305(d) provides that any Exceptions to the Sale be filed within 30 days of the notice of ratification of the sale, or within 30 days of the filing of the Report of Sale, if no notice was filed.

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<sup>7</sup> Md. Rule 14–305 is current with amendments received through August 1, 2015. The version of the Rule governing appellant’s action was effective January 1, 1997 and is identical to the current Rule.

Md. Rule 1–203(a) provides, in pertinent part:

(a) **Computation of Time After an Act, Event, or Default.** In computing any period of time prescribed by these rules, by rule or order of court, or by any applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not included. If the period of time allowed is more than seven days, intermediate Saturdays, Sundays, and holidays are counted; but if the period of time allowed is seven days or less, intermediate Saturdays, Sundays, and holidays are not counted. The last day of the period so computed is included unless:

(1) it is a Saturday, Sunday, or holiday, in which event *the period runs until the end of the next day that is not a Saturday, Sunday, or holiday*; . . .

(Emphasis added).

In the case *sub judice*, the last day of the period, September 1, 2014, was Labor Day, a holiday. Pursuant to Md. Rule 1–203(a)(2), the last day of the period to file an Exception to Sale would have been September 2, 2014, *i.e.*, the next day that was not a Saturday, Sunday or holiday. Accordingly, the trial court erroneously stated that appellant’s September 2, 2014 Exceptions to Sale were untimely filed. The error, however, does not require reversal. We explain.

### ***B. Procedural Irregularities***

Appellant avers that the trial court erred by failing to consider HSBC’s “wrongdoing” in handling “Short Sale, Mediation and Lost Mitigation,” which appellant contends led to “illegitimate procedural irregularity” of the sale of the Property on July 15, 2014. Appellant further contends that the court’s failure to address HSBC’s “short sale” constitutes reversible error.

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Appellees respond that appellant provided “little more than a litany of conclusory statements unsupported by any factual context,” and that the court ruled correctly in denying appellant’s Exceptions to Sale for “failing to identify any legitimate procedural irregularity regarding the July 15, 2014 sale.”

The law in Maryland provides that any known and ripe defenses to the conduct of a foreclosure sale must be asserted by the homeowner or borrower *prior* to the sale. *Bates v. Cohn*, 417 Md. 309, 328 (2010). One such defense is “a lender’s failure to comply with pre-sale loss mitigation requests . . . which must be raised ordinarily pre-sale in an effort to prevent the sale from occurring.” *Id.*

“After a foreclosure sale . . . a debtor may file exceptions challenging *only procedural irregularities* in the foreclosure sale, under Rule 14–305(d)<sup>8</sup>.” *Jones v. Rosenberg*, 178 Md.

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<sup>8</sup> Current with amendments received through August 1, 2015. The version of the Rule cited in *Jones, supra* was adopted June 5, 1996, effective Jan. 1, 1997 and identical to the current Rule.

**(d) 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 a notice issued pursuant to section (c) 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.

(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  
(continued...)

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App. 54, 69 (2008) (Emphasis added) (citation omitted). *See also Thomas v. Nadel*, 427 Md. 441 (2012) (holding that a borrowers’ general allegation of fraud regarding alleged gaps in the chain of title of promissory note was insufficient to establish exception to general rule that only irregularities in foreclosure sale itself may be subject of post-sale exceptions).

The procedural irregularities 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. There is a presumption in favor of the validity of a judicial sale, and the burden is on the exceptant to establish the contrary.

*Jones*, 178 Md. App. at 69 (quotations and citations omitted).

Significantly, “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.” *Bates*, 417 Md. at 327. “In reviewing a court’s ratification of a foreclosure sale, we disturb the circuit court’s findings of fact only when they are clearly erroneous.” *Fagnani v. Fisher*, 190 Md. App. 463, 470 (2010) (citing *Jones*, 178 Md. App. at 68–69).

Regarding reversible error, “[i]t has long been the policy in this State that [a] Court will not reverse a lower court judgment if the error is harmless.” *Barksdale v. Wilkowsky*, 419 Md. 649, 657 (2011) (quoting *Flores v. Bell*, 398 Md. 27, 33 (2007)). “The harmless

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<sup>8</sup>(...continued)

exceptions or any response clearly show a 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). (Emphasis supplied).

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error rule ‘embodies the principle that courts should exercise judgment in preference to . . . ignore errors that do not affect the essential fairness of the trial.’ *Id.* at 657–58 (quoting *Williams v. State*, 394 Md. 98, 120 (2006)). “‘To say that an error did not contribute to the verdict is . . . to find that error unimportant in relation to everything else the [fact-finder] considered on the issue in question, as revealed by the record.’” *Id.* (quoting *Bellamy v. State*, 403 Md. 308, 332 (2008)).

In the case *sub judice*, the Circuit Court issued a Memorandum and Order on December 5, 2014, stating the following:

Upon review of the filing, it is apparent to the Court that [appellant] failed to timely file the Exceptions, *and has failed to comply with Md. Rule 14–305(d), by failing to identify any legitimate procedural irregularity regarding the July 15, 2014 sale.*

Although the trial court erred in stating that the Exceptions to Sale were untimely filed, appellees assert that the error was harmless. The trial court also stated, in its Order, that the appellant’s Exceptions to Sale “failed to comply with Md. Rule 14–305(d), by failing to identify any legitimate procedural irregularity regarding the July 15, 2014 sale.” The Order indicates that the trial court reviewed appellant’s Exceptions and, not finding “any legitimate procedural irregularities,” overruled the Exceptions to Sale. The erroneous statement of fact, notwithstanding, the trial judge’s substantive determination required that she overrule the Exceptions.

Furthermore, the trial judge did not err in rendering her decision that the Exceptions to Sale failed to identify any legitimate procedural irregularities. Appellant asserts that the

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basis for excepting to the foreclosure sale of the Property was “error, mistake, fraud, misrepresentation and misconduct.” Appellant submits seven claims in support of his general assignment of error.<sup>9</sup> Appellant’s supporting claims, however, are all assertions that should have been made prior to the foreclosure sale; issues concerning chain of title, assignment of Note, Deed and Mortgage, as well as generalized allegations of consumer protection law violations that are not properly addressed in an Exception to Foreclose Sale. Such allegations must be asserted prior to the sale when the law provides that the court can appropriately address them, where applicable. *See Bates, supra*. Significantly, appellant’s claims lack the

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<sup>9</sup> Excerpt from appellant’s Exceptions:

Error, Mistake, Fraud, Misrepresentation and Misconduct.

1. That Substitute Trustees and America’s Servicing Company have violated the Maryland Consumer Protection Act §§ 13–301(3)(9)(i)[;]
2. That Substitute Trustee[s and] America’s Servicing [C]ompany have violated the new rule of mediation [in] Maryland made effective July 2, 2010[;]
3. That [f]raud by Mortgagee et al[.,] exists[;]
4. That [the rules] of [e]vidence applied [to] the falsified Affidavit of Note and Note Ownership[;]
5. That the chain of title is broken[;]
6. The Assignment of Deed of Trust is invalid[;]
7. [A]nd the Plaintiffs have not proved that the unendorsed copy of the Note give them the required power of sale to foreclose the Property under the Deed of Trust.

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requisite particularity required by Rule 14–305(d)(1), *supra*. Judicial sales are presumed valid. *Jones, supra*. Appellant, however, failed to prove that the July 15, 2014 foreclosure sale was invalid by failing to identify any specific procedural irregularities.

Finally, appellant contends that the Circuit Court “has never held a hearing to consider [a]ppellant’s claim on any issue during the course of this foreclosure action.” Although appellant did request a hearing on the Exceptions, Rule 14–305(d)(2) permits the trial court discretion in granting a hearing. Consequently, the trial court did not err in exercising its discretion to deny appellant’s request for a hearing on his Exceptions to Sale.

For the foregoing reasons, we conclude that, although one of the Circuit Court’s stated reasons for overruling appellant’s Exception to Sale *i.e.*, “request not timely filed,” constituted a mistake of fact and, consequently, judicial error; we deem that error, however, to be harmless. The other “reason” set forth in the Order of Court overruling appellant’s Exception to Sale, was that the Exception “failed to comply with Rule 14–305(d) by failing to indicate any legitimate procedural irregularities.” This reason, *ipso facto*, supplied the proper basis for the trial court’s decision.

The trial judge’s error in stating that appellant’s Exceptions were not timely filed is subsumed in the contravening failure of appellant to proffer any legally cognizable procedural irregularities. Stated otherwise, appellant, in this appeal, seeks to have this Court reverse the Circuit Court’s decision overruling of his Exceptions to Sale, notwithstanding his failure to set forth any legally applicable procedural irregularities to justify setting aside

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the foreclosure sale. Because appellant failed to comply with Rule 14–305(d), the court’s erroneous factual statement that appellant did not timely file his Exceptions to Sale is nugatory and, therefore, harmless.

### ***C. Appellant’s Miscellaneous Contentions***

In his brief, appellant lists several other contentions as support for his claim that the trial court erred in overruling his Exceptions to Sale. These contentions, however, are unrelated to the foreclosure sale, *per se*.

[The Court of Appeals has] affirmed the general application of the distinction between pre-sale and post-sale exceptions. . . reiterating that 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. In *Bates*, the Court rejected the rationale . . . that Maryland courts sitting in equity have ‘broad authority’ and ‘full power’ under Rule 14–305(e) to hear and determine all objections to the foreclosure sale. Rather, the adoption of Maryland Rule 14–305 not only created a new structure for the previously existing system of post-sale inquiries, but it also limited the permissible scope of post-sale exceptions to ‘irregularities.’ The Court looked to the minutes of the Rules Committee for confirmation that exceptions to a foreclosure sale under that rule are to relate to the validity of the sale itself.

*Thomas*, 427 Md. at 445 (quotations and citations omitted).

1. *“Non-Factual Mediation Report,” “Right to Meaningful and Diligent Loss Mitigation and Mediation” and Short Sale Practices*

Appellant claims that “[appellees] had set up shortcoming practices in short sale[,]” and that “wrongdoing” in appellees’ handling of mediation, led to appellant’s loss of “the right to a meaningful and diligent Loss Mitigation and Mediation.” Appellant further contends that this “circumvention” was a “strategy” on appellees’ part.



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An Exception to Sale, however, is not the place to air these grievances. As Md. Rule 14–305(d) explicitly provides, only procedural irregularities that involve the sale may be alleged in an Exception and those procedural irregularities must be specific. Allegations concerning the mediation report, bank practices during short sale negotiations and loss mitigation assessments in the Final Loss Mitigation Affidavit do not constitute procedural irregularities associated with the validity of the foreclosure sale. They are all alleged issues that occurred pre-sale and cannot be included in an Exception to Sale.

*2. Motion to Dismiss*

Appellant asserts that the trial court erred in dismissing his Counterclaim and Third Party Complaint without a hearing and in failing to consider all the issues he raised therein. In his September 2, 2014 Exception to Sale, however, appellant does not contend that the Circuit Court erred in granting appellees’ Motion to Dismiss his Counterclaim and Third Party Complaint, either for lack of a hearing or for failing to consider all of his claims. Accordingly, any issue pertaining to the Order Dismissing Counterclaim and Third Party Complaint, granted June 4, 2014, is not preserved for our review.

If, however, issues concerning the Motion to Dismiss are preserved, they do not impact our review of appellant’s Exception to Sale because appellant’s claims in his Counterclaim and Third Party Complaint necessarily involve pre-sale issues, wholly unrelated to procedural irregularities that occurred after its dismissal.

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**CONCLUSION**

Although the trial court erred in stating that appellant's Exceptions to Sale were untimely filed, we hold that this error is harmless. The trial court nevertheless reviewed appellant's Exceptions and determined that appellant failed to identify any legitimate procedural irregularities regarding the July 15, 2014 foreclosure sale. For the foregoing reasons, we affirm the judgment of the Circuit Court.

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