

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND

No. 499

September Term, 2023

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KAMAL MUSTAFA, *et al.*

v.

NDF1, LLC

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Wells, C.J.,  
Zic,  
Meredith, Timothy E.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: May 29, 2024

\*This is a per curiam opinion. Consistent with Rule 1-104, the opinion is not precedent within the rule of stare decisis nor may it be cited as persuasive authority.

Kamal Mustafa, appellant, appeals from a final judgment entered by the Circuit Court for Montgomery County in favor of NDF1, LLC, appellee, finding Anwar Kamal liable for breach of contract, and declaring that a Certificate of Release signed by Mr. Mustafa and filed in the Land Records of Montgomery County “to be void ab initio and stricken . . . as if never filed[.]” On appeal, Mr. Mustafa contends that a loan agreement entered into between appellee and Mr. Kamal is void, and that appellee lacked standing to enforce that loan in court. For the reasons that follow, we shall affirm.

In 2006, Mr. Kamal, obtained a Home Equity Line of Credit in the amount of \$27,300 from IndyMac Bank, F.S.B., which was secured by real property located at 9617 McAlpine Road, Silver Spring, Maryland 20901 as memorialized by way of a Deed of Trust. In January 2020, appellee, a Florida corporation, and the then holder of the Note, filed an Order to Docket foreclosure. Several weeks later, the parties entered into a Loan Modification Agreement, wherein Mr. Kamal agreed to make monthly payments of \$204.69 for 30 years in exchange for appellee dismissing the foreclosure action. Thereafter, Mr. Kamal failed to make the required payments under that agreement, and appellee took steps to institute new foreclosure proceedings. While conducting a title search of the property, appellee became aware that a Certificate of Release had been filed in the Land Records of Montgomery County purporting to discharge the lien secured by

the Deed of Trust. The Certificate of Release was signed by Mr. Mustafa, as president of NDF1, LLC.<sup>1</sup>

Immediately thereafter, appellee filed a complaint against Mr. Kamal and Mr. Mustafa, raising a claim for breach of contract against Mr. Kamal and a claim of fraud against both parties. The complaint also requested the court to enter a declaratory judgment that the Certificate of Release was null and void. Following a trial, at which only Mr. Mustafa attended, the court found in favor of appellee on the breach of contract and declaratory judgment claims, and in favor of appellants on the fraud claim, finding that appellee had failed to prove that “there was reliance on the potentially forged release.” Thereafter, the court entered a final judgment in the amount of \$57,630.98 against Mr. Kamal, and a declaratory judgment finding the Certificate of Release “to be void ab initio and stricken from the Land Records of Montgomery County as if never filed.”

Both appellants filed notices of appeal but only Mr. Mustafa has filed a brief. On appeal, Mr. Mustafa contends that the original loan was a “nullity” because the previous

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<sup>1</sup> Several months after Mr. Kamal signed the loan modification agreement, Mr. Mustafa formed an LLC in Maryland, that although unrelated to appellee, was identically named. We note that this is not the first time Mr. Mustafa has created an LLC with the same name as an out-of-state company that was involved in the foreclosure of real property in Maryland, and then allegedly used that LLC to attempt to thwart the foreclosure process. *See Mustafa v. Omaha Property Manager, LLC*, No. 1000, Sept. Term 2022 (filed June 6, 2023) (creating three LLCs with the same name as a company that had purchased real property in Maryland through a valid foreclosure sale, and then allegedly using one of the LLCs to attempt to transfer that property to another LLC which he owned); *Mustafa v. Ward*, No. 281, Sept. Term 2021 (filed Aug. 14, 2023) (creating an LLC with the same name as the assignee of the Deed of Trust securing real property that he owned, and then claiming that company had the authority to authorize or withhold authorization for actions by the substitute trustees involved in the foreclosure of that property).

“beneficiary of the deed of trust,” who assigned the Note to appellee, was a “dead entity”; that the loan modification agreement “did not create a lien against the subject property” because it was “prepared and signed by unlicensed Mortgage Loan Originators”; and that appellee lacked standing to enforce the loan agreement because it was not registered as a corporation in Maryland.

Only a party aggrieved by a judgment may take an appeal from the judgment. *See, e.g., Wolfe v. Anne Arundel Cnty.*, 374 Md. 20, 25 n.2 (2003); *Pattison v. Corby*, 226 Md. 97, 101 (1961) (“one is not an aggrieved party so as to be entitled to appeal unless the judgment or order appealed from was rendered on a matter in which the appellant has some interest or right of property”). Here, appellant raises multiple challenges to the validity of the loan modification agreement and to appellee’s standing to enforce that loan. However, Mr. Mustafa was not a party to the loan modification agreement; the court did not find Mr. Mustafa liable for breach of contract or fraud; and the monetary judgment was entered only against Mr. Kamal. Moreover, because Mr. Mustafa is not an attorney, he may not raise these claims on Mr. Kamal’s behalf.

To be sure, the court also entered a declaratory judgment that the Certificate of Release signed by appellant was void. But even assuming Mr. Mustafa’s contentions regarding the validity of the loan between Mr. Kamal and appellee are correct, that does not alter the fact that he had no authority to file a Certificate of Release discharging the lien, either on behalf of Mr. Kamal or appellee. In fact, there was no evidence presented in the circuit court that Mr. Mustafa, or his Maryland LLC, had any interest in the loan or the property at all. Consequently, the court did not err in entering a declaratory judgment

that the Certificate of Release signed by Mr. Mustafa was void. Because Mr. Kamal has not filed a brief, and Mr. Mustafa is not otherwise aggrieved by the court’s judgment, we shall affirm the judgment of the circuit court.

**JUDGMENT OF THE CIRCUIT  
COURT FOR MONTGOMERY  
COUNTY AFFIRMED. COSTS TO BE  
PAID BY APPELLANT.**