

Circuit Court for Baltimore County
Case No. 03-C-16-011887

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 716

September Term, 2021

CHEVERA D. BROWN, *et al.*

v.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, D/B/A/CHRISTIANA TRUST, *et al.*

Berger,
Reed,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: July 1, 2022

*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 1-104.

This appeal arises out of the foreclosure sale of residential property owned by Chevera D. Brown and Clint A. McLean, appellants. In 2016, appellees, the Substitute Trustees,¹ filed an order to docket foreclosure in the Circuit Court for Baltimore County. Appellants’ home was sold at a foreclosure auction to Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust (Wilmington), appellee. The court ratified the sale in September 2020. In March 2021, the circuit court issued an order awarding possession of the property to Wilmington. The court also denied appellants’ motions for declaratory relief and dismissal. Appellants filed separate notices of appeal from these orders and those appeals were consolidated. Thereafter, we issued an opinion affirming the judgments of the circuit court. *See McLean v. Yacko*, No. 939, Sept. Term 2020 & *Brown v. Wilmington Savings Fund Society FSB, D/B/A Christiana Trust, et al.*, No. 141, Sept. Term 2021 (filed Feb. 15, 2022).

During the pendency of those appeals, the circuit court entered an order, *sua sponte*, noting that it had conducted a review of the foreclosure action and found certain deficiencies that needed to be addressed before any further proceedings could take place. Therefore, the court stayed the case “until (1) either the HUD-FHA moratorium on foreclosure related evictions on residential property ends or the purchaser can sufficiently show that the FHA insurance associated with [the] loan has terminated; and (2) the purchaser files an affidavit with the Court as required by Rule 14-[1]02(e).” In response,

¹ The substitute trustees are Robert E. Frazier, Gene Jung, Laura D. Harris, Thomas W. Hodge, Thomas J. Gartner, Robert M. Oliveri, David M. Williamson, and Keith M. Yacko.

Wilmington filed a motion to terminate and lift the stay. In support of that motion Wilmington filed (1) a lender query demonstrating that the FHA had terminated the FHA guaranty insurance for the loan prior to the Order to Docket being filed, and (2) an affidavit affirming that the notice required by Maryland Rule 14-102(e) had been mailed to the residence. On June 14, 2021, the court entered an order terminating and lifting the stay, finding that all conditions set forth in its original order had been satisfied. This appeal followed.

On appeal, appellants raise multiple issues with respect to the court’s orders ratifying the foreclosure sale and granting the judgment of possession. But those claims are barred by the law of the case doctrine as they were raised in appellants’ previous appeal and found to lack merit.² See *Garner v. Archers Glen Partners, Inc.*, 405 Md. 43, 55 (2008) (“[O]nce an appellate court rules upon a question presented on appeal, litigants and lower courts become bound by the ruling, which is considered to be the law of the case.” (citation omitted)).

Moreover, appellants do not raise any specific claims of error with respect to the court’s order granting Wilmington’s motion to terminate the stay, the only order that is properly before us. Consequently, we will not consider the validity of that order on appeal. See *Diallo v. State*, 413 Md. 678, 692 (2010) (noting that arguments that are “not presented with particularity will not be considered on appeal” (quotation marks and citation

² In fact, it appears that appellants’ brief is almost the exact same brief that they filed in their previous appeal.

omitted)). As appellants have not demonstrated that the circuit court erred in terminating the stay, we shall affirm.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANTS.**