

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND

No. 1014

September Term, 2024

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SIDIKATU I RAJI

v.

BRENNAN FERGUSON, *et al.*

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Graeff,  
Kehoe, S.,  
Sharer, J. Frederick  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: May 9, 2025

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

Sidikatu I. Raji, appellant, appeals from an order entered by the Circuit Court for Frederick County denying his motion to stay or dismiss the foreclosure sale of his residential property pursuant to Maryland Rule 14-211. For the reasons that follow, we shall affirm.

In 2023, appellees,<sup>1</sup> acting as substitute trustees, filed an Order to Docket Foreclosure seeking to foreclose on real property owned by appellant. After the parties engaged in an unsuccessful foreclosure mediation, appellant filed a motion to stay or dismiss the foreclosure sale pursuant to Rule 14-211. In that motion he alleged that the note and deed of trust had been transferred several times, including, most recently in 2017, from Bayview Depositions IVA, LLC to Metropolitan Life Insurance Company, the current holder of the note (the noteholder). He asserted that, unlike the original lender, neither Metropolitan Life Insurance Company nor Bayview Depositions IVA, LLC were licensed mortgage lenders in Maryland, and therefore pursuant to Section 11-219 of the Financial Institutions Article, the loan had become “unenforceable after th[e] assignment to Bayview Depositions IVA, LLC.”

Appellees filed a response, asserting that the noteholder was not required to have a mortgage lending license to foreclose on appellant’s property, and that Section 11-219 was inapplicable because it only applied to loans subject to the Maryland Consumer Loan Law. The court held a hearing on appellant’s motion, which appellant did not attend. At the hearing, the court noted that appellant had the burden of proof to show that the loan was

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<sup>1</sup> Appellees are Brennan Ferguson, Amanda Driscole, John Ansell, John C. Hanrahan, Paul Heinmuller, Robert Oliveri, and Jeremy B. Wilkins.

unenforceable and, having failed to appear, he could not meet that burden. Therefore, the court entered an order denying appellant’s Rule 14-211 motion. This appeal followed.

On appeal, appellant claims that the foreclosure action should be dismissed because the current noteholder is not a licensed mortgage lender in Maryland. But he does not make any specific arguments as to why such a license is required in this case or why the lack of a such a license implicates Section 11-219 of the Financial Institutions Article. Moreover, he doesn’t address the reason for the court’s denial of his motion, specifically that he bore the burden of proof but did not attend the hearing and present evidence in support thereof. We thus affirm for that reason alone. *See Diallo v. State*, 413 Md. 678, 692-93 (2010) (noting that arguments that are “not presented with particularity will not be considered on appeal” (quotation marks and citation omitted)).

In any event, we discern no abuse of discretion in the court’s denial of appellant’s motion to stay or dismiss the foreclosure action. In that motion, appellant claimed that the loan was unenforceable because the current noteholder, and its predecessor in interest, obtained the note in violation of 11-219(b) of the Financial Institutions Article, which provides that a “loan account that is acquired by a person who is not licensed under this subtitle is not enforceable.” But the “license” required under that subtitle is not a mortgage lending license. Rather, it is a license issued by the Commissioner of Financial Regulations to make loans under the Maryland Consumer Loan Law. Fin. Inst. Art. § 11-201(c). Appellant’s mortgage loan is not subject to the provisions of the Maryland Consumer Loan Law, however, because that subtitle only “applies to a loan of \$25,000 or less made for personal, family, or household purposes.” Com. Law Art. § 12-303(a)(1). Consequently,

Section 11-219(b) of the Financial Institutions Article did not prevent the current noteholder from filing the foreclosure action.

Appellant also generally asserts that the noteholder is required to have a mortgage lender license. Section 11-504 of the Financial Institutions Article provides that a person may not act as a “mortgage lender” unless the person is “[a] licensee” or “exempted from licensing under this subtitle.” In turn, a mortgage lender is defined as a mortgage broker, a person who makes a mortgage loan to any person, or a mortgage servicer. Fin. Inst. Art. § 11-501(k)(1). Based on the record before us, we cannot say that the noteholder is, or has ever, engaged in these activities. Moreover, there are numerous exemptions to the licensing requirement, including for “[a]ny insurance company authorized to do business in the State[.]” Fin. Inst. Art. § 11-502(b). Appellant, as the movant in this case, had the burden of proving, not only that the noteholder lacked a mortgage lender license, but also that such a license was required before it could foreclose on his property. But he did not attend the hearing on his motion and otherwise presented no evidence from which either the circuit court, or this Court, could conclude that the noteholder was required to possess a mortgage lender license.

Finally, appellant makes several arguments in his brief that he did not make in his Rule 14-211 motion, including that: (1) the final loss mitigation affidavit was filed by an individual without a Maryland Mortgage Loan Originator License, and (2) the same individual wrongfully attended the foreclosure mediation. Because these issues were not raised in the circuit court, we will not consider them for the first time on appeal. *See*

Maryland Rule 8-131(a) (noting that an appellate court will not ordinarily decide an issue “unless it plainly appears by the record to have been raised in or decided by the trial court”).

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