

Circuit Court for Baltimore County  
Case No.: C-03-CV-24-004807

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1448

September Term, 2025

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LAFAYE B. BROWN

v.

JAMES E. CLARKE, *et al.*

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Friedman,  
Kehoe, S.,  
Kenney, James A., III  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: June 4, 2026

\*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.

In December 2024, the appellees, acting as Substitute Trustees,<sup>1</sup> filed an Order to Docket in the Circuit Court for Baltimore County, seeking to foreclose on real property owned by appellant Lafaye B. Brown. Over the next seven months, Brown moved to stay or dismiss under Maryland Rule 14-211 at least five times. Each motion was denied without a hearing. Postfile mediation was unsuccessful, so, on July 23, 2025, the circuit court authorized the Substitute Trustees to schedule and advertise the foreclosure sale “subject to the right of [Brown] to file a motion pursuant to Rule 14-211 to stay the sale and dismiss the action.” A week later, Brown filed two more motions to stay or dismiss. Both were denied on August 22, 2025, without a hearing. This appeal followed.<sup>2</sup>

On appeal, Brown contends that the Substitute Trustees lacked standing to initiate the foreclosure action because they did not possess the Note. She also contends that, at the least, she was entitled to a hearing on her motion.<sup>3</sup> We are not persuaded.

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<sup>1</sup> Substitute Trustees are James E. Clarke, Jason N. Greenberg, Mary L. Hurley, and Paul J. Moran.

<sup>2</sup> In their brief, the Substitute Trustees move to dismiss this appeal as either untimely or not allowed by law. They appear to have overlooked the August 22, 2025, orders, which were entered within the 30 days preceding Brown’s notice of appeal and are immediately appealable. *See Huertas v. Ward*, 248 Md. App. 187, 206–07 (2020). Accordingly, we shall deny the motion.

<sup>3</sup> Brown also seeks to challenge the denial of several motions to compel discovery. We do not address this issue because orders concerning discovery are not immediately appealable, *see Harris v. State*, 420 Md. 300, 317 (2011), and, at any rate, no such order was entered within the 30 days preceding Brown’s notice of appeal, *see* Md. Rule 8-202(a).

Generally, we review the denial of a Rule 14-211 motion for an abuse of discretion. *Anderson v. Burson*, 424 Md. 232, 243 (2011). Legal conclusions are reviewed *de novo*. *Id.*

Under Md Code Ann., Com. Law (“CL”) § 3-301, a promissory note may be enforced by: “(i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to § 3-309 or § 3-418(d).” A “holder,” in this context, is “[t]he person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession[.]” CL § 1-201(b)(21)(i). The holder of a note is “entitled to enforce the instrument even [if it is] not the owner of the instrument or is in wrongful possession of the instrument.” CL § 3-301.

If an indorsement is made by the holder of an instrument, and the indorsement does not identify to whom it makes the instrument payable, it is a “blank indorsement.” CL §3-205(b). “When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.” *Id.* A note “payable to an identified person may become payable to bearer if it is indorsed in blank[.]” CL § 3-109(c). “Thus, the person in possession of a note, either specially indorsed to that person or indorsed in blank, is a holder entitled generally to enforce that note.” *Deutsche Bank Nat’l Tr. Co. v. Brock*, 430 Md. 714, 729–30 (2013) (footnotes omitted).

Here, the order to docket contained a certified true copy of the note, an affidavit of ownership, and a certification that the note was a true and accurate copy of the original. *See Svrcek v. Rosenberg*, 203 Md. App. 705, 725 (2012). Brown has never denied that the

note was an accurate copy of the original note, and, despite her claims,<sup>4</sup> the affidavits in the order to docket were sufficient to establish that the Substitute Trustees possessed it. *See* Md. Rule 14-207(b)(1)–(4). The note was indorsed once by the lender and did not identify a payee. Thus, the note is indorsed in blank and, as such, is payable to bearer and negotiable by transfer of possession alone. CL §§ 3-109(c) & 3-205(b).

Ultimately, the record shows that the Substitute Trustees are in possession of the note indorsed in blank, so they are the holder. CL § 1-201(b)(21)(i). As a holder, they are entitled to enforce the note and, by extension, the Deed of Trust. CL § 3-301; *Brock*, 430 Md. at 728. As a result, the Substitute Trustees have standing to foreclose. Thus, Brown’s motion to stay or dismiss did not raise a valid defense to the Substitute Trustees’ right to foreclose, and the circuit court therefore did not abuse its discretion in denying it without a hearing.

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

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<sup>4</sup> In her reply brief, Brown cites to *Brock*, 430 Md. at 729 with a parenthetical quote: “production of a copy of the note does not prove possession of the original[.]” This quote does not appear in *Brock*, any other Maryland case, or, indeed, any case anywhere.