Circuit Court for Charles County
Case No. C-08-CV-22-000234

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND

No. 1601

September Term, 2025

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JACKELYN MARIE MANSON

v.

GREGORY N. BRITTO, *et al*.

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Zic,
Tang,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: July 6, 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.

Jackelyn Marie Manson, appellant, appeals from a final judgment issued by the Circuit Court for Charles County ratifying the foreclosure sale of her property. On appeal she contends that the court erred in not dismissing the foreclosure action because: (1) the underlying promissory note had been previously reduced to a final money judgment, and (2) that money judgment had expired as it was not renewed or enforced within the twelve-year statute of limitations. For the reasons that follow, we shall affirm.

In 2006 appellant executed a promissory note in the original principal amount of $222,000. The note was secured by a Deed of Trust encumbering real property located at 7901 Keech Road, Charlotte Hall, Maryland 20622 (the property). After appellant defaulted on the note in 2009, the lender obtained a money judgment against appellant in the amount of $262,521.48.[1] That judgment was never collected.

In 2022, appellees, the substitute trustees,[2] filed an Order to Docket foreclosure seeking to foreclose on the property. The property was sold at a foreclosure auction on July 11, 2023. In various motions filed before and after the sale, appellant contended that the foreclosure action should be dismissed, and the sale vacated, because her underlying obligation under the note and deed of trust merged into the prior money judgment. She further asserted that the money judgment had expired because it was not enforced or

[1] The parties disagree as to what date the money judgment was entered on the docket. We need not resolve this issue, however, because even assuming appellant is correct, it would not affect our disposition of this appeal.

[2] Appellees are Gregory N. Britto, Wayne Anthony Holman, Jason Murphy, William M. Savage, Bryson Stephen, Brittany M. Taylor, David Williamson, and Keith Yacko.

renewed within twelve years, as provided for in Maryland Rule 2-625 and therefore, "no form of enforcement remained legally available[.]" Each such motion was denied by the circuit court. The circuit court entered a final judgment ratifying the foreclosure sale on August 26, 2025. This appeal followed.

As she did in the circuit court, appellant contends that the court could not authorize a foreclosure sale "after the underlying promissory note has been reduced to a final, enrolled money judgment . . . where that money judgment [] was neither enforced nor renewed within the twelve-year statute of limitations period prescribed by Courts & Judicial Proceedings § 5-102(a)(3)." However, we rejected this exact argument in *Estate of Brown v. Ward*, 261 Md. App. 385 (2024), holding that "claims under the deed of trust did not merge into the judgment entered on the promissory note." *Id.* at 440. That is because where a debt is memorialized by a note that is secured by a deed of trust, the note and the deed of trust constitute separate obligations, which may be litigated through separate lawsuits. *Id.* at 437. And because an action to recover damages on a promissory note and an action to foreclosure under a separate deed of trust "are not mere parts of the same cause of action[,]" a creditor may seek both the enforcement of personal liability against the debtor and the foreclosure of the mortgage security in separate and independent proceedings. *Id.* at 439.

Finally, unlike a claim for money damages based on a breach of the promissory note, there has "never been a statute of limitations applicable to mortgage foreclosures in Maryland[.]" *Daughtry v. Nadel*, 248 Md. App. 594, 602 (2020). Consequently, the court did not err in not dismissing the foreclosure action, despite the fact that a money judgment had been previously entered against appellant with respect to the promissory note, and that judgment had allegedly not been enforced or renewed within the twelve-year statute of limitations.

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