

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 434

September Term, 2016

JOSEPH HALL, SR.

v.

JP MORGAN CHASE BANK NA

Woodward, C.J.,
Kehoe,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: July 31, 2017

*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.

In this appeal from an action to quiet title in the Circuit Court for Baltimore City, Joseph Hall, Sr., appellant, challenges the court’s granting of a motion for summary judgment in favor of appellee, JP Morgan Chase Bank NA (“Chase”). For the reasons that follow, we shall affirm the judgment.

In November 2007, Hall and his wife obtained from the Freedom Mortgage Corporation (“Freedom”) a loan secured by a deed of trust on their residence. The Halls executed a promissory note in which they promised to pay the amount of the loan, plus interest, to the lender. In the deed of trust, the Halls irrevocably granted and conveyed the property to the trustee, in trust, with a power of sale.

In December 2008 and July 2010, the Halls and the lender modified the terms of the loan agreement. The Halls subsequently defaulted on those terms. In July 2012, Freedom assigned the deed of trust to Chase. In April 2014, the Halls filed with the court a “Deed of Assignment,” in which Hall’s wife, “for spousal divorce purposes,” granted and assigned unto Hall her interest in the property. In December 2014, Hall sent to Chase a letter in which he stated: “I no longer wish to pursue a loan modification and would like my account to be reviewed for short sale.”

In April 2015, Hall filed the action to quiet title, in which he contended that his “title to the . . . property is derived from the” April 2014 deed of assignment. Chase subsequently submitted to Hall interrogatories in which Chase asked him to “[e]xplain the basis for” the contention. Hall responded: “Plaintiff[] objects on the basis that the official record of his deed speaks for itself. The deed grants him the right to bring this action as the owner.”

In January 2016, Chase filed a motion for summary judgment, in which it contended that Hall “does not have legal title to the [p]roperty.” Hall subsequently filed a motion to strike or stay, and memorandum in opposition to, the motion for summary judgment. In the memorandum, Hall contended that the motion for summary judgment should be struck, stayed, or denied, because discovery of “information relative to the authority” of Chase’s employees “to execute . . . assignments on behalf of” Chase was “pending.” Hall did not address whether he had legal title to the property.

In March 2016, the trial court denied the motion to strike or stay, and granted the motion for summary judgment. The court found “that there is no genuine dispute that [Hall] does not hold legal title to” the property, and to the extent that Hall’s memorandum “contain[s], or consist[s] of, an affidavit” that “‘facts essential to justify the opposition cannot be set forth’ at this time,” the court was “unsatisfied and unpersuaded that the alleged outstanding discovery about which [Hall] complains would be competent to raise a genuine dispute of material fact.”

On appeal, Hall contends that, for various reasons, the court erred in granting the motion. We disagree. We have stated that the “purpose of an action to quiet title is to protect the owner of legal title from being disturbed in his possession and from being harassed by suits in regard to his title by persons setting up unjust and illegal pretensions[.]” *Porter v. Schaffer*, 126 Md. App. 237, 260 (1999) (internal citations and quotations omitted). The Court of Appeals has explained what happens to legal title when one borrows money from a lender:

One who borrows money from a lender/creditor or mortgagee is designated as a borrower/debtor or mortgagor. In order to ensure repayment, a lender or creditor may require the debtor to convey property to the creditor to be held as collateral to secure the debt. The conveyance ensures that the creditor will either be repaid the loan or retain ownership of the collateral. Where the legal relationship exists between only the debtor and the lender, it is evidenced by a mortgage document; however, where the debtor conveys the property to a third party trustee rather than the lender, it is evidenced by a deed of trust. A deed of trust is a security interest device that *transfers the legal title from a property owner to one or more trustees* to be held for the benefit of a beneficiary. The conveyance transfers the estate of the debtor to the trustee, *giving the trustee legal title to the property*. The debtor retains an equity of redemption or the right to reassert complete ownership of the land, *upon payment of debt and any other charges rightly assessed under the terms of the lien instrument*. The conveyance can then be defeated on the performance of a condition subsequent (the payment of the money).

Fagnani v. Fisher, 418 Md. 371, 382-83 (2011) (internal citations, quotations, and brackets omitted) (emphasis added).

Here, Hall does not dispute that he borrowed money from a lender, and that he executed a deed of trust. The deed of trust transferred the legal title to the property from Hall to the trustee to be held for the lender’s benefit. Hall does not dispute that he has not paid the debt and any other charges rightly assessed under the terms of the deed of trust, and does not contend that further discovery will reveal evidence that he has legal title to the property.¹ There is no genuine dispute that Hall does not have legal title to the property,

¹Instead, Hall contends that he “was a victim of mortgage fraud perpetrated by” Freedom, who allegedly made “false representations regarding the terms of the . . . loan, the interest, the late charges, the accelerated interest rates, the forced placed insurance, and the fact that the loan would be securitized and that the true owner and holder of the note would be concealed from” Hall. But, such a contention must be raised in an action against Freedom. Only an owner of legal title to a property may file an action to quiet title to that property, and there is no evidence that Hall owns legal title to the property.

and hence, he is precluded from pursuing an action to quiet title to the property. The court did not err in granting Chase’s motion for summary judgment.

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