Circuit Court for Prince George's County
Case No. C-16-CV-23-004303

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND

No. 2400

September Term, 2024

LATESHA COAXUM

v.

CARRIE M. WARD, *et al*.

Zic,
Ripken,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: December 31, 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.

On January 15, 2025, the Circuit Court for Prince George's County entered an order ratifying the foreclosure sale of real property owned by Latesha Coaxum, appellant, and Timothy Coaxum.[1] Appellant filed a notice of appeal from that order on February 14, 2025. However, following the ratification of the sale, appellees, the substitute trustees,[2] filed a motion to resell the property, alleging that the foreclosure purchaser had failed to go to settlement and tender the balance of the purchase price. On March 27, 2025, the court entered an order granting the motion to resell the property and ordering that $10,000 of the $28,000 paid by the defaulting purchaser be surrendered to appellees as liquidated damages. The property was resold to a new bona fide purchaser on May 15, 2025. That sale has not yet been ratified.

Appellant raises numerous issues on appeal with respect to the denial of various motions she has filed during the foreclosure proceedings. We hold, however, that no final judgment has been issued in this case. Therefore, the only order that we may consider in this appeal is the court's February 3, 2025, order denying Ms. Coaxum's August 31, 2024, "Motion for Reconsideration and Defendant's Right of Claim," which the court construed as a motion to stay or dismiss the foreclosure sale pursuant to Maryland Rule 14-211 (the August 31 motion to dismiss). Because the court did not abuse its discretion in denying that motion, we shall affirm.

[1] Timothy Coaxum is not a party to this appeal.

[2] Appellees are Carrie M. Ward, Howard N. Bierman, Andrew J. Brenner, Nicholas Derdock, Daniel Dreifuss, Jacob Geesing, Richard R. Goldsmith, Jr., Elizabeth C. Jones, Christopher Robert Selig, Philip Shriver, and Eric VandeLinde.

Generally, this Court has jurisdiction only over appeals from final judgments. *See Baltimore Home All., LLC v. Geesing*, 218 Md. App. 375, 381 (2014) ("The requirement that a party appeal from only a final judgment is a jurisdictional requirement."). "Whether a judgment is final . . . is a question of law to be reviewed *de novo*." *Id.* "In a foreclosure case, a court does not enter a final judgment at least until it has ratified the foreclosure sale." *McLaughlin v. Ward*, 240 Md. App. 76, 83 (2019). Our opinion in *Baltimore Home Alliance, LLC v. Geesing* is instructive as to whether a final judgment has been entered in the instant case. In *Geesing*, the appellant purchased property at a foreclosure sale from the substitute trustees. That sale was subsequently ratified by the circuit court. Although the appellant had tendered an initial deposit, it did not settle within 10 days of the sale's ratification as required by the terms of sale. The appellees filed a motion "requesting that the court order appellant's deposit be forfeited, and the Property resold at appellant's risk and expense." *Geesing*, 218 Md. App. at 379. The court granted that motion, ordering that "the deposit . . . paid by the defaulting purchaser . . . shall be forfeited and the subject property may be resold at the risk and expense of the defaulting purchaser[.]" *Id.* at 380 (quotation marks omitted).

On appeal, we held that the court's order ratifying the sale did not constitute a final judgment, reasoning that the order to resell "created additional responsibilities for the parties, rather than 'leav[ing] nothing more to be done in order to effectuate the court's disposition of the matter[,]'" as do final judgments. *Id.* at 383 (citation omitted). This Court further explained that "[b]ecause the court authorized the Property to be resold, [the] appellees were entitled to conduct a second foreclosure sale, which in turn obligated the

court to consider whether to ratify that second sale." *Id.* Here, the court similarly ordered a resale of appellant's property after it ratified the first sale. And the record does not reflect the court having ratified the second sale. Consequently, no final judgment has been entered in this case.[3]

Nevertheless, we note that appellant's notice of appeal was timely as to the court's denial of her August 31 motion to dismiss. And an order denying a motion to stay or dismiss filed in a foreclosure case is appealable on an interlocutory basis. We shall, therefore, consider whether the court abused its discretion in denying that motion.

In this case, appellees filed the Order to Docket foreclosure in September 2023. And the final loss mitigation affidavit was filed on November 9, 2023. On January 8, 2024, appellant filed her first motion to stay the foreclosure sale, alleging that: (1) appellees could not convene a non-judicial foreclosure because "the Banks are not the Holder in Due Course[,]" and (2) that she was "rescind[ing] the Note and Deed of Trust" pursuant to the Truth in Lending Act, which required appellees to "return all funds paid on the loan and reflect the termination of the security instrument, because the loan/promissory note contract no longer exists[.]" The court denied the motion finding that it was untimely filed,

[3] We note that if there had been a final judgment entered in this case, we would likely dismiss the appeal given that the foreclosure purchasers at both the initial sale and the resale appear to be *bona fide* purchasers, and no supersedeas bond has been filed. *See Mirjarfari v. Cohn*, 412 Md. 475, 484 (2010) (noting that "if [a] property is sold to a bona fide purchaser in the absence of a supersedeas bond[,]" a subsequent "appeal becomes moot" because a "reversal on appeal would have no effect" (quotation marks and citation omitted)).

and failed to state a valid defense to the validity of the lien or the lien instrument. Appellant did not appeal from the denial of that motion.

The property was ultimately sold for the first time at a foreclosure auction on July 31, 2024. Thereafter, appellant filed the August 31 motion to dismiss, which raised a number of new claims including that (1) there was "a failure of consideration for the Note and Mortgage" because the bank "created the money and credit upon its own books by bookkeeping entry as the consideration"; (2) appellees had failed to prove that she had "a lawful contract with them"; (3) she was reserving her common law rights to "compel the Clerk of the Court to require the Plaintiff to file a valid, 'verified complaint'"; (4) appellees had "refused compliance" with her "NOTICE OF REVOCATION OF POWER OF ATTORNEY, REVOCATION OF SIGNATURES, NOTICE TO CEASE AND DESIST, and NOTICE OF DEED OF AGENCY"; (5) she had never borrowed any funds from appellees; (6) there was an "automatic Right of Recission of the original contract" because the bank had sold the note; (7) appellees were in violation of the National Currency Act of 1863; (8) the lender violated "Rule z for failure to disclos[e]" the fact that they had sold her note; and (9) appellees were potentially guilty of "bank embezzlement" because she had "no record or evidence to the contrary." The court denied that motion for the same reason it had denied her first motion to stay, specifically that it was untimely filed and failed to state a valid defense to the validity of the lien or the lien instrument.

Although we agree with the circuit court that the August 31 motion to dismiss did not raise a valid defense to the foreclosure action, we need not address that issue because the motion was properly denied as having been untimely filed. A motion to stay or dismiss

a foreclosure action under Maryland Rule 14-211 must be filed no later than 15 days after the date the final loss mitigation affidavit is filed with the court. Md. Rule 14-211(a)(2)(A)(i). And the plain language of that Rule requires the circuit court to deny the motion if it finds, based on the record before it, that the motion was not timely filed, and the movant did not show good cause for excusing non-compliance. Md. Rule 14-211(b).

There is no dispute that appellant's August 31 motion to dismiss was not filed within 15 days after the final loss mitigation affidavit was filed in the circuit court. Moreover, the motion did not set forth any reason why it had not been timely filed.[4] Under these circumstances, the court was thus required to deny the motion. Consequently, we shall affirm the judgment of the circuit court.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.

[4] In her brief, appellant indicates that she was not able to timely file her initial motion to stay because her "family suffered a tragic house fire causing us to be displaced unexpectedly." She did not, however, raise this claim in the circuit court. And in any event, it does not explain why the claims raised in her August 31 motion could not have been raised in her first motion to stay. Appellant also asks us to find that her motions were "filed timely due to my pro-se litigant status [and] lack of full time frame understanding[.]" However, "[i]t is a well-established principle of Maryland law that *pro se* parties must adhere to procedural rules in the same manner as those represented by counsel." *See Dep't of Lab. v. Woodie*, 128 Md. App. 398, 411 (1999).