

RONNIE MOORE,
v.
DIANE ROSENBERG, et al., SUBSTITUTE TRUSTEES.

[No. 708, September Term, 2016.](#)

Court of Special Appeals of Maryland.

Filed: July 5, 2017.

Berger, Nazarian, Moylan, Charles E., Jr. (Senior Judge, Specially Assigned), JJ.

UNREPORTED

* 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.

PER CURIAM.

On February 23, 2006, Sheila Smith-Anthony, who is not a party to this appeal, obtained a mortgage loan for real property located in Laurel, Maryland that was secured by an Adjustable Rate Note and Purchase Money Deed of Trust. Although Ronnie Moore, appellant, did not sign the Note or Deed of Trust, Smith-Anthony conveyed the property to herself and Moore via a no consideration deed in 2012.

After Smith-Anthony defaulted on the loan, the Substitute Trustees, appellees,^{[11](#)} filed a foreclosure action in the Circuit Court for Howard County. The home was sold at a foreclosure auction and the circuit court ratified the sale. Moore then filed this appeal raising three issues that reduce to one: whether the circuit court erred in ratifying the foreclosure sale? For the reasons that follow, we affirm.

Prior to the foreclosure sale, Moore filed a "Motion to Enforce Rescission," in which he claimed that Smith-Anthony had rescinded the loan pursuant to the Truth in Lending Act (TILA). Specifically, Moore contended that Smith-Anthony had sent a "Notice of Rescission" to the lender on January 28, 2015, and that the lender had failed to file a lawsuit contesting that rescission within twenty days, as required by 15 U.S.C. § 1635 (b). Moore also raised the same claim in the exceptions that he filed after the foreclosure sale.

Assuming, without deciding, that Moore had standing to raise this claim, the circuit court did not err in denying the "Motion to Enforce Rescission" and ratifying the foreclosure sale. Pursuant to 15 U.S.C. §1635 (a), the right to rescind a consumer credit transaction normally expires at midnight of the third business day following consummation of the transaction or delivery of the requisite disclosures and rescission forms, whichever is later. However, if a lender fails to provide the required rescission forms and disclosures, the right to rescind the contract expires "three years after the date of consummation of the transaction or upon the sale of the property, whichever occurs first[.]" See 15 U.S.C. § 1635(f); accord [*Jesinoski v. Countrywide Home Loans, Inc.*, 135 S.Ct. 790, 792 \(2015\)](#).

Even if the lender did not provide the required forms and disclosures to Smith-Anthony, and the three-year statute of limitations applied, she still was required to seek rescission of the loan no later than February 23, 2009. But the "Notice of Rescission" was not sent to the lender until January 28, 2015, almost nine years after Smith-Anthony signed the Note and Deed of Trust. Consequently, the attempted rescission was barred by the statute of limitations and ineffective.

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

[1] Appellees are Diane S. Rosenberg; Mark D. Meyer; John A. Ansell, III; Kenneth Savitz; and Stephanie Montgomery.