

Honorable Arthur Bergman, JSC ORDERS 7/21/17

Law Clerk: Emily Pirro: (732) 519-3611

Chancery/Law Division

CAPTION	DK #	MOTION TYPE	OUTCOME
CBD Franchising, Inc. v. Central Jersey Doors and Closets	C-107-15	Admission Pro Hac Vice	Granted
Jorge Fuertes Urgell v. MFS Consulting Engineers, LLC	C-113-17	Motion to Proceed Summarily	Adj. to 8/11
Astoria Bank Vs Comey Thomas	F 031611-16	Motion For Summary Judgment	Adj. to 8/4
Bank Of America Na Vs Duperrier Jeffrey	F 030757-15	Motion To Dismiss	Adj. to 8/4
Bank Of America Na Vs Pattison Jr John	F 037883-15	Motion Default Out Of Time	Granted
Bank of America v. Tomko	F 030009-15	Vacate	Granted
Bank Of America Vs Batiuk John C	F 002551-17	Motion For Summary Judgment	Granted
Bank Of New York Mel Vs Jaddu Allesha	F 027548-13	Motion To Correct Clerical Error	Granted
Bayview Loan Servicing Llc Vs Caro	F 059297-10	Motion To Set Aside Sheriffs Sale	Granted
Colony Club At Sayre Vs Boswell Una	F 040548-15	Motion Default Out Of Time	Granted
Commons At Piscatawa Vs Ola Brenda	F 024829-16	Motion To Amend Complaint	Granted
Deutsche Bank Trust Vs Stermasi Neritan	F 027945-09	Miscellaneous Motion	Granted
Ditech Financial Llc Vs Cesareo Anthony	F 001191-16	Vacate Sheriff's Sale	Adj. to 8/4
Ditech Financial Llc Vs Walker Kevin	F 001022-17	Miscellaneous Motion	Granted
Hmc Assets Llc Vs Hausser Kathleen	F 029580-13	Miscellaneous Motion	Granted
Hsbc Bank Usa Vs Denney Dori A	F 014963-17	Motion For Order To Show Cause-Abandoned Property	Granted
JPMorgan Chase v. Jane Doe	F 008937-16	Approval of Alternative Service Methods	Granted
Magyar Bank Vs New Street Area Deve L	F 005787-17	Motion For Summary Judgment	Granted
Magyar Bank Vs New Street Area Deve L	F 004852-17	Motion For Summary Judgment	Granted
Magyar Bank Vs New Street Area Deve L	F 005025-17	Motion For Summary Judgment	Granted
New Penn Financial Vs Johnson Mary	F 011327-17	Motion Correcting Defendant Name	Granted
Ocwen Loan Servicing Llc Vs Temple	F 029522-12	Motion To Reinstate Case	Granted
Pennymac Holding Llc Vs Harris Fidel	F 005535-14	Objection To Amount Due	Withdrawn
Phh Mortgage Corpora Vs Yost Mary	F 009604-12	Motion To Pay Surplus Funds Out Of Court	Sent back for SCCO Review
Pnc Bank Vs Barr Michael S	F 008354-17	Motion For Summary Judgment	Granted
The Bank Of New York Vs Buttcher Arthur	F 017720-16	Motion To Vacate	Withdrawn
Ttibl Vs Palmowski Marek	F 010009-17	Motion To Strike Answer	Withdrawn
Vanderbilt Mortgage Vs Faye Khadija	F 034173-16	Motion For Summary Judgment	Resolved via Consent Order
Wells Fargo Bank Na Vs Conti Christoph	F 039610-15	Miscellaneous Motion	Granted
Wells Fargo Bank Na Vs Deecken Raymond L	F 004781-17	Motion To Reform Mortgage	Granted
Wells Fargo Bank Na Vs Herrera Julio	F 019247-14	Motion To Vacate	Granted
Wells Fargo Bank Na Vs Walsh Patrick	F 013625-16	Motion To Reform Mortgage	Granted
Wilmington Savings Fund Society Vs Ahuja Meena	F 042610-14	Miscellaneous Motion	Granted
Windsong At East Bru Vs Marsic Meri	F 003776-17	Miscellaneous Motion	Granted

manner as an attorney who is admitted to practice in this State and is domiciled and maintains an office for the practice of law in the State of New Jersey, provided that:

1. Christopher S. Reeder shall abide by the Rules of Court for the State of New Jersey, including all disciplinary rules;
2. Christopher S. Reeder shall consent to the appointment of the Clerk of the Supreme Court as an agent upon whom service of process may be made for all actions against him or his firm that may arise out of her participation in this matter;
3. Christopher S. Reeder shall notify the Court immediately of any matter affecting his standing before this Court;
4. Christopher S. Reeder shall have all pleadings, briefs and other papers filed with the Court in this action signed by an attorney of record authorized to practice in this State, specifically the New York, New York office of Robins Kaplan LLP, who shall be responsible for them and for the conduct of the cause and of the admitted attorney herein;
5. Christopher S. Reeder must, within 10 days, pay the fees required by Rule 1:20-1(b) and Rule 1:28-2 and submit affidavits of compliance;
6. Automatic termination of *pro hac vice* admission will occur for failure to make the required annual payment to the Ethics Financial Committee and the New Jersey Lawyer's Fund for Client Protection. Proof of such payment, after filing proof of the initial payment, shall be made no later than July of each year;
7. Non-compliance with any of these requirements shall constitute grounds for removal; and,
8. That a copy of this Order shall be served on all parties within seven (7) days.



J.S.C

ARTHUR BERGMAN, J.S.C.

[] Opposed
[] Unopposed

FRENKEL LAMBERT WEISS WEISMAN & GORDON, LLP
80 Main Street, Suite 460
West Orange, NJ 07052
(973) 325-8800
Attorneys for Plaintiff
Attorney Court ID:073292013
Attorney:Samuel Bergsohn,Esq.
Our File #: 03-016325-F00

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

Bank of America, N.A.,

Plaintiff,

vs.

John D. Pattison Jr.; et al.,

Defendants.

Superior Court of New Jersey
Chancery Division
Middlesex County

Civil Action

Docket No.: F-037883-15

**ORDER PERMITTING ENTRY OF
DEFAULT**

This matter having been opened to the Court by FRENKEL LAMBERT WEISS WEISMAN & GORDON, LLP, attorneys for Plaintiff on a motion to enter default, and it appearing that the defendants named hereinafter failed to answer the foreclosure complaint within the time required by the Rules of Court, and more than six (6) months having passed since the time to answer expired, and the Court having reviewed Plaintiff's supporting Certifications and Exhibits, and for good cause shown;

IT IS ON THIS 21st DAY OF July, 2017

ORDERED that the Clerk of the Superior Court is directed to enter default against the following defendants for failure to plead or otherwise defend as provided by the Rules of Court:

John D. Pattison Jr.
Lori Pattison
United States of America

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

Respectfully Recommended:

R. 1:34-6 Office of Foreclosure

2015-1735

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff
Sarah E. Powers, Esquire - 030501994

Bank of America, N.A.

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: MIDDLESEX COUNTY

Plaintiff

vs.

:
: Docket No. F 030009 15

Gregory Tomko, et al.

:
: CIVIL ACTION

Defendant(s)

:
: **ORDER SETTING ASIDE**
: **SHERIFF SALE, VACATING**
: **JUDGMENT AND DISMISSING**
: **FORECLOSURE PROCEEDINGS**

THIS MATTER being opened to the Court by POWERS KIRN, LLC, Attorneys for the Plaintiff,

IT IS on this 21st day of July, 2017.

ORDERED that the Sheriff Sale held May 17, 2017 be set aside, and it is further

ORDERED that the final judgment and is hereby vacated; and it is further

ORDERED that the above entitled action is hereby dismissed without prejudice and

without costs, in favor of or against any party; and it is further


~~Arthur Bergman, J.S.C.~~
Hon. Arthur Bergman, J.S.C.

Motion was UN Opposed

CGG17-018025
Shapiro & DeNardo, LLC
14000 Commerce Parkway, Suite B
Mount Laurel, NJ 08054
(856)793-3080
Katherine Knowlton Lopez - 013502011
Attorneys for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

Bank of America, N.A.

PLAINTIFF,

vs.

John C. Batiuk; et al.

DEFENDANTS

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
Docket No: F-002551-17

CIVIL ACTION

**ORDER GRANTING SUMMARY
JUDGMENT AND/OR
STRIKING ANSWER OF
DEFENDANT**

THIS MATTER being opened to the Court by SHAPIRO & DeNARDO, LLC, Katherine Knowlton Lopez, Esquire, appearing on a Motion for Summary Judgment and the Court having reviewed the supporting Certification, Brief, Record and for good cause;

IT IS ON THIS 21st day of July, 2017 ORDERED that:

1. Plaintiff's Motion for Summary Judgment is hereby granted;
2. The Answer of the Defendant(s), DONNA BATIUK and JOHN C. BATIUK, is hereby stricken and Default against said Defendant(s) be entered;
3. Plaintiff is permitted to proceed uncontested before the Clerk of the Superior Court, Office of Foreclosure, for entry of Final Judgment per R. 4:64.
4. A copy of this Order shall be served upon defendant(s) within 7 days of Plaintiff's receipt.

Arthur Bergman
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Hon. Arthur Bergman, J.S.C.

Papers Considered: X
Motion Opposed
Motion Unopposed X

Nelson Diaz, Esquire ID No. 007221987
Milstead & Associates, LLC
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400
Attorneys for Plaintiff
203381-1

FILED
JUL 21 2017
Hon. Arthur Bergman, J.S.C.

**BANK OF NEW YORK MELLON, F/K/A
BANK OF NEW YORK, AS TRUSTEE,
ON BEHALF OF THE REGISTERED
HOLDERS OF ALTERNATIVE LOAN
TRUST 2006-OC5, MORTGAGE PASS-
THROUGH CERTIFICATES SERIES
2006-OC5,**

Plaintiff,

Vs.

ALLESHA JADDU, et al.,

Defendant(s)

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

DOCKET NO.: F-027548-13

CIVIL ACTION

**ORDER CORRECTING CAPTION OF
THE COMPLAINT**

THIS MATTER being opened to the Court by Milstead & Associates, LLC, attorneys for Plaintiff, in the above-entitled foreclosure action, for entry of an order correcting caption and for good cause appearing;

It is on the 21st day of July 2017

ORDERED THAT the Caption of the complaint and all subsequent pleadings be corrected to set forth the plaintiff as Bank of New York Mellon f/k/a Bank of New York, as Trustee for the Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-OC5, Mortgage Pass-Through Certificates Series 2006-OC5 in the herein action; and

IT IS FURTHER ORDERED THAT a copy of the within Order be served on all known defendants within 7 days of receipt of this Order.

Arthur Bergman
~~Honorable Ann G. McCann, J.S.C.~~
Hon. Arthur Bergman, J.S.C.

Colleen M. Hirst, Esq. (039742003)
Paul W. Luongo, Esq. (000172009)
Caitlin M. Donnelly, Esq. (034832011)
Nicholas J. Zabala, Esq. (156532015)
NJ18113FC

Brian C. Nicholas, Esq. (036432003)
Jaime R. Ackerman, Esq. (025782003)
Christopher Ford, Esq. (006712005)
Denise Carlon, Esq. (001392008)
Ujala Aftab, Esq. (034722011)

KML Law Group, P.C.

Kristina G. Murtha, Esq., Managing Attorney (034041990)
A Professional Corporation incorporated in Pennsylvania
216 Haddon Avenue, Ste. 406
Westmont, NJ 08108
609-250-0700 (NJ)
215-627-1322 (PA)
Attorney for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

Bayview Loan Servicing, LLC

Plaintiff

v.

George Caro, et al

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
Middlesex County
CHANCERY DIVISION
GENERAL EQUITY
Docket No. F-059297-10
CIVIL ACTION

**ORDER VACATING
FORECLOSURE SALE**

THIS MATTER being opened to the Court by KML Law Group, P.C., attorneys for Plaintiff, and it being represented to the Court that the property which is subject of this action was sold to a third party bidder at Sheriff's Sale on February 22, 2017, and the third party bidder has failed to pay the balance of the money, and for good cause shown;

IT IS on this 21st day of July, 2017,

ORDERED:

1. That the foreclosure sale of the property commonly known as 50 Henry Street Port Reading, NJ 07064, held in the above matter on February 22, 2017, be and is hereby vacated and set aside; and
2. That the Sheriff of Middlesex County be and is hereby directed to retain the deposit placed by the Third Party Bidder at the time of sale; and

3. That the Sheriff of Middlesex County be and is hereby directed to deduct from said deposit:

- a. the actual fees and costs of the Sheriff's sale in question;
- b. the amount of any deficiency in sales price between the sale in question and the subsequent sale shall be paid to the Plaintiff; and

4. That the Sheriff of Middlesex County be and is hereby directed to reschedule the Sheriff's Sale herein, within 14 days of receipt of this order; and

5. That the Sheriff of Middlesex County be and is hereby directed to reschedule the Sheriff's Sale herein, without further advertisement being required, within 14 days of the receipt of this order; and

6. That a copy of the within Order be served upon the Sheriff of Middlesex County and the Third Party Bidder and any defendants having appeared herein within 7 days of counsel's receipt hereof.

Unopposed
 Opposed

Arthur Bergman
Hon. Arthur Bergman, J.S.C.

FILED

JUL 21 2017

David L. Dockery, Esq. (ID# 042782008)

GRIFFIN ALEXANDER, P.C.

415 Route 10, 2nd Floor, Randolph, New Jersey 07869

(973) 366-11881 Fax: (973) 366-4848

Attorneys for Plaintiff

Hon. Arthur Bergman, J.S.C.

**THE COLONY CLUB AT SAYREVILLE
CONDOMINIUM ASSOCIATION, INC.,**

Plaintiff,

v.

UNA BOSWELL,

Defendant,

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

DOCKET NO.: F-040548-15

CIVIL ACTION

**ORDER ENTERING DEFAULT
OUT OF TIME**

THIS MATTER having been opened to the Court by Griffin Alexander, P.C., Attorneys for Plaintiff, and the Court having read and considered the Certification,

IT IS on this 21st day of July, 2017,

ORDERED that the default is hereby entered; and it is further,

ORDERED that a copy of this Order be served on the Defendant within ten (10) days of Plaintiffs receipt of same.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

Amy E. Forman, Esq. - 154712015
McGovern Legal Services, LLC
P.O. Box 1111
New Brunswick, NJ 08903
(732) 246-1221
Attorneys for Plaintiff

COMMONS AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.

Plaintiff,
vs.

BRENDA OLA

Defendant(s).

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO.: F-024829-16

CIVIL ACTION

ORDER

THIS MATTER having been opened to the Court upon the motion of McGovern Legal Services, LLC, attorneys for Plaintiff, Commons at Piscataway Condominium Association, Inc., for an Order Amending Metadata; and proper notice having been given to all parties, and the Court having considered the papers submitted in support of and in opposition to the application; and for good cause shown;

IT IS on this 21st day of July, 2017,

ORDERED that the metadata is amended to list this foreclosure action as a

“Condominium or Homeowners Association Lien Foreclosure”; and

IT IS FURTHER ORDERED that this Order shall be served on all parties within seven

(7) days hereof.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

569326

PHELAN HALLINAN DIAMOND & JONES, PC

Nicole Savage, Esq. ID No. 000332011

400 Fellowship Road, Suite 100

Mt. Laurel, NJ 08054

(856) 813-5500

Attorney for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS TRUSTEE FOR
RESIDENTIAL ACCREDIT LOANS, INC.
MORTGAGE ASSET BACKED PASS
THROUGH CERTIFICATES SERIES 2006-
QS4

PLAINTIFF,

VS.

NERITAN STERMASI, ET AL.
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO: F- 27945-09

CIVIL ACTION

ORDER DEEMING PLAINTIFF'S PROOF
AS SUFFICIENT PURSUANT TO RULE
4:64-2 AND COMPELLING
FORECLOSURE UNIT TO ENTER FINAL
JUDGMENT

THIS MATTER having been brought before the court by Plaintiff, DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC. MORTGAGE ASSET BACKED PASS THROUGH CERTIFICATES SERIES 2006-QS4, by and through its counsel PHELAN HALLINAN DIAMOND & JONES, PC, and the Court having considered all arguments and pleadings submitted, and for good cause showing:

IT IS on this **21st** day of **July**, 2017, **ORDERED:**

1. Plaintiff has presented sufficient evidence of indebtedness to meet the requirements of R. 4:64-2; and

2. The Foreclosure Unit shall accept the within Order as sufficient evidence of indebtedness; and

3. The Foreclosure Unit shall enter Final Judgment upon submission of the within Order and Plaintiff's Certification of Amount Due.

Opposed

Unopposed

Arthur Bergman
~~Honorable Artur Bergman, J.S.C.~~
Hon. Arthur Bergman, J.S.C.

KNUCKLES, KOMOSINSKI & MANFRO, LLP
Michel Lee, Esq. – N.J. Attorney ID 024422010
Attorneys for Plaintiff
50 Tice Blvd. Ste. 183
Woodcliff Lake, NJ 07677
(201) 391-0370

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

HMC ASSETS, LLC SOLELY IN ITS CAPACITY
AS SEPARATE TRUSTEE OF COMMUNITY
DEVELOPMENT FUND III TRUST,

Plaintiff,

vs.

KATHLEEN HAUSSER, ET AL.

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
DOCKET NO. F-29580-13

CIVIL ACTION

**ORDER ALLOW SERVICE OF THE
REMEDIAL NOTICE OF INTENT
TO FORECLOSE**

THIS MATTER being opened to the Court by Knuckles, Komosinski & Manfro, LLP, attorneys for Plaintiff in the above entitled foreclosure action;

IT IS ON THIS 21st DAY OF July 2017,

ORDERED, that the Plaintiff is allowed to send Remediated Notice of Intent to Foreclose, in full compliance of the Fair Foreclosure Act, to the Borrowers.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

FEIN, SUCH, KAHN & SHEPARD, P.C.
NICHOLAS J. CANOVA-025342004
7 Century Drive, Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
629WJP/MCM
Attorney for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
CITIGROUP MORTGAGE LOAN TRUST
INC., ASSET-BACKED PASS- THROUGH
CERTIFICATES, SERIES 2007-SHL1

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-
MIDDLESEX COUNTY

DOCKET NO.: F-14963-17

Plaintiff CIVIL ACTION

vs.

**ORDER TO SHOW CAUSE SUMMARY
VACANT & ABANDONED
RESIDENTIAL MORTGAGE
FORECLOSURE ACTION**

DORI A. DENNEY; MR. DENNEY,
HUSBAND OF DORI A. DENNEY; STATE
OF NEW JERSEY:

Defendant

THIS MATTER being brought before the Court by FEIN, SUCH, KAHN & SHEPARD, P.C., attorney for plaintiff, HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET-BACKED PASS- THROUGH CERTIFICATES, SERIES 2007-SHL1, seeking relief by way of a summary action pursuant to R. 4:67-1(a), based upon the facts set forth in the verified complaint filed herewith; and the Court having determined that this matter may be commenced by order to show cause as a summary proceeding pursuant to N.J.S.A. 2A:50-73; and for good cause shown.

IT IS on this 21st day of July, 2017, ORDERED that the defendants, namely, HSBC BANK USA, NATIONAL ASSOCIATION

AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET-BACKED PASS- THROUGH CERTIFICATES, SERIES 2007-SHL1, appear and show cause on the 20th day of September, 2017 before the Superior Court at the MIDDLESEX County Courthouse in New Brunswick New Jersey at 9 o'clock in the fore noon, or as soon thereafter as counsel can be heard, why judgment should not be entered for:

A. Finding that the residential property that is the subject of this foreclosure action is vacant and abandoned as defined by N.J.S.A. 2A:50-73(a);

B. Fixing the amount due the Plaintiff on the Note and Mortgage;

C. Directing that the Plaintiff be paid the amount due on the note and mortgage, together with interest, advances, and costs;

D. Barring and foreclosing the defendants, and each of them, of all equity of redemption in and to the property being foreclosed upon;

E. Adjudging that the property be sold according to law to satisfy the amount due the Plaintiff;

F. For possession of the property in favor of the plaintiff or plaintiff's assignee or any purchaser at sheriff's sale;

G. For damages for mesne profits;

H. For costs of this action;

I. Granting such other relief as the court deems just and equitable.

And it is further ORDERED that:

1. A copy of this order to show cause, verified complaint and all supporting affidavits or certifications, including the proof of amount due schedule attached to the complaint, submitted in support of this application and the Notice required by N.J.S.A. 2A:50-73 be personally served on the defendant(s) or, if personal service cannot be effectuated as evidenced by an affidavit or certification of inquiry, by appropriate substituted service within 7 days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process..

2. If the plaintiff pursues a summary action foreclosure judgment on the return date, the attempted personal service on the defendant(s)-mortgagor(s) or any occupant(s) at the property must be at least 72 hours apart, and during different times of the day, either before noon, between noon and 6 P.M., or between 6 P.M. and 10 P.M. The process server's return must explicitly document the dates and times of attempted service on the defendant(s)-mortgagor(s) or any occupant(s).

3. The notice required by N.J.S.A. 2A:50-73 shall be in a minimum of 14-Point font and shall state:

"To: DORI A. DENNEY

Address: 476 BROOKSIDE AVENUE, OLD BRIDGE, NJ 08879

The lender is seeking on the return date set in this order to show cause, or on any adjourned date fixed by the court, to proceed summarily for entry of a residential foreclosure judgment because the property is vacant and abandoned. If you fail to file and serve a written answer, an answering affidavit, or a motion, the application will be decided on the papers on the return date and relief may be granted by default."

4. The plaintiff must file with the court through the Superior Court Clerk's office in Trenton his/her/its proof of service of the pleadings on the defendants and his/her/its judgment proofs no later than fifteen (15) days before the return date of this order to show cause.

5. Defendant(s) shall file and serve a written answer, an answering affidavit or a motion returnable on the return date to this order to show cause and the relief requested in the verified complaint and proof of service of the same by

August 25, 2017. The answer, answering affidavit or a motion, as the case may be, must be filed with the Clerk of the Superior Court at the Hughes Justice Complex, P.O. Box 971, 25 Market Street, Trenton, New Jersey 08625 and a copy of the papers must be sent directly to the chambers of the below named judge.

6. The plaintiff must file and serve any written reply to the defendant's order to show cause opposition by September 12, 2017. The reply papers must be filed with the Clerk of the Superior Court at the Hughes Justice Complex, P.O. Box 971, 25 Market Street, Trenton, New Jersey 08625 and a copy of the reply papers must be sent directly to the chambers of the below named judge.

7. If the defendant(s) do/does not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the plaintiff files a judgment package along with proof(s) of service and a proposed form of judgment at least fifteen (15) days prior to the return date.

8. Defendant(s) take notice that the plaintiff has filed a foreclosure lawsuit against you in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states the basis of the lawsuit. If you dispute this complaint, you, or your attorney, must file a written answer, an answering affidavit, or a motion returnable on the return date to the order to show cause and proof of service before the return date of the order to show cause. These documents must be filed with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, 25 Market Street, Trenton, New Jersey 08625. Include a \$175 filing fee payable to the "Treasurer

State of New Jersey." You must also send a copy of your answer, answering affidavit, or motion to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your answer, answering affidavit or motion with the fee or judgment may be entered against you by default.

9. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

10. The Court will entertain argument, but not testimony, on the return date of the order to show cause, unless the court and parties are advised to the contrary no later than 7 days before the return date.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

Nicholas Leonetti - 153022015
 BUCKLEY MADOLE, P.C.
 99 Wood Avenue South, Suite 803
 Iselin, NJ 08830
 P: 732-902-5399
 F: 732-902-5398
 Attorneys for Plaintiff
 Firm File No. 9526-7444

FILED
JUL 21 2017
Hon. Arthur Bergman, J.S.C.

JPMorgan Chase Bank, National Association, Plaintiff, vs. Jane Doe, unknown person or persons purporting to be Tanya L. Hoffler, et al Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEX COUNTY DOCKET NO.: F-008937-16 Civil Action <p style="text-align: center;">ORDER APPROVING ALTERNATE SERVICE METHODS PURUSANT TO R. 4:4-5(a)(4) AND DECLARING THAT THE FAIR FORECLOSURE ACT DOES NOT APPLY</p>
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THIS MATTER having been opened to the Court by Buckley Madole, P.C., attorneys for Plaintiff, JPMorgan Chase Bank, National Association (“Chase”), Nicholas Leonetti, Esq., appearing thereon, on notice to Defendants, Jane Doe, unknown person or persons purporting to be Tanya L. Hoffler, for an Order To Approve Alternate Service Methods Pursuant to R. 4:4-5(a)(4) and to Declare that Fair Foreclosure Act Does Not Apply to the Case at Bar; and with the Court having considered the submissions of the parties, and for good cause shown;

IT IS ON THIS 21st day of July, 2017;

ORDERED that:

1. Chase’s application for approval of alternate service methods is hereby granted;
2. Chase shall proceed to simultaneously serve the Defendants by the following two

(2) methods:

- a. By publication in accordance with R. 4:4-5(a)(3);

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

K. Joseph Vyzas, Esq. - NJ Attorney ID Number 005251979

SCHILLER & PITTENGER, P.C.

1771 Front Street

Scotch Plains, New Jersey 07076

Phone: (908) 490-0444

Attorneys for Plaintiff

**MAGYAR BANK, a banking corporation
organized under the laws of the State of
New Jersey,**

Plaintiff,

vs.

**NEW STREET AREA DEVELOPMENT,
LLC, MIDDLESEX FUTURE, LLC and
NORTHEAST BANK,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

Docket No. F-005787-17

CIVIL ACTION

**ORDER GRANTING SUMMARY
JUDGMENT IN FAVOR OF PLAINTIFF,
MAGYAR BANK**

This matter having been opened to the Court by K. Joseph Vyzas, Esq. of the law firm of Schiller & Pittenger, P.C., attorneys for Plaintiff, Magyar Bank, upon notice to Louis P. Sampoli, Esq., attorney for defendant, New Street Area Development, LLC, and the Court having considered the moving papers submitted by Plaintiff in support of said application and opposition thereto, if any, and for good cause shown;

It is on this 21st day of July, 2017

ORDERED as follows:

1. Plaintiff's application for Summary Judgment is granted;
2. The Answer of the Defendant, New Street Area Development, LLC, is hereby stricken and the Separate Defenses of said Defendant are suppressed;
3. Default is hereby entered against defendant, New Street Area Development, LLC and Plaintiff is permitted to proceed to Judgment against said Defendant, New Street Area Development, LLC under R. 4:64, through the Clerk of the Superior Court Foreclosure Unit, in an uncontested manner; and
4. A copy of the Order shall be served upon all counsel of record within seven (7) days of receipt by movant's counsel.

Arthur Bergman

~~Honorable Anne G. McAuliffe, J.S.C.~~

Hon. Arthur Bergman, J.S.C.

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

K. Joseph Vyzas, Esq. - NJ Attorney ID Number 005251979

SCHILLER & PITTENGER, P.C.

1771 Front Street

Scotch Plains, New Jersey 07076

Phone: (908) 490-0444

Attorneys for Plaintiff

**MAGYAR BANK, a banking corporation
organized under the laws of the State of
New Jersey,**

Plaintiff,

vs.

**NEW STREET AREA DEVELOPMENT,
LLC, a New Jersey limited liability
company**

Defendant.

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

Docket No. F-004852-17

CIVIL ACTION

**ORDER GRANTING SUMMARY
JUDGMENT IN FAVOR OF PLAINTIFF,
MAGYAR BANK**

This matter having been opened to the Court by K. Joseph Vyzas, Esq. of the law firm of Schiller & Pittenger, P.C., attorneys for Plaintiff, Magyar Bank, upon notice to Louis P. Sampoli, Esq., attorney for defendant, New Street Area Development, LLC, and the Court having considered the moving papers submitted by Plaintiff in support of said application and opposition thereto, if any, and for good cause shown;

It is on this 21st day of July, 2017

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

K. Joseph Vyzas, Esq. - NJ Attorney ID Number 005251979

SCHILLER & PITTENGER, P.C.

1771 Front Street

Scotch Plains, New Jersey 07076

Phone: (908) 490-0444

Attorneys for Plaintiff

**MAGYAR BANK, a banking corporation
organized under the laws of the State of
New Jersey,**

Plaintiff,

vs.

**NEW STREET AREA DEVELOPMENT,
LLC, a New Jersey limited liability
company**

Defendant.

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

Docket No. F-005025-17

CIVIL ACTION

**ORDER GRANTING SUMMARY
JUDGMENT IN FAVOR OF PLAINTIFF,
MAGYAR BANK**

This matter having been opened to the Court by K. Joseph Vyzas, Esq. of the law firm of Schiller & Pittenger, P.C., attorneys for Plaintiff, Magyar Bank, upon notice to Louis P. Sampoli, Esq., attorney for defendant, New Street Area Development, LLC, and the Court having considered the moving papers submitted by Plaintiff in support of said application and opposition thereto, if any, and for good cause shown;

It is on this 21st day of July, 2017

ORDERED as follows:

1. Plaintiff's application for Summary Judgment is granted;
2. The Answer of the Defendant, New Street Area Development, LLC, is hereby stricken and the Separate Defenses of said Defendant are suppressed;
3. Default is hereby entered against defendant, New Street Area Development, LLC and Plaintiff is permitted to proceed to Judgment against said Defendant, New Street Area Development, LLC under R. 4:64, through the Clerk of the Superior Court Foreclosure Unit, in an uncontested manner; and
4. A copy of the Order shall be served upon all counsel of record within seven (7) days of receipt by movant's counsel.

Arthur Bergman
~~Honorable Arthur Bergman, J.S.C.~~
Hon. Arthur Bergman, J.S.C.

File No. 15486-17-28777

Law Offices

PARKER McCAY P.A.

Kiera McFadden-Roan, Esquire

ID No: 037862007

9000 Midlantic Drive, Suite 300

P.O. Box 5054

Mount Laurel, New Jersey 08054

(856) 810-5815

Attorneys for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

NEW PENN FINANCIAL, LLC D/B/A
SHELLPOINT MORTGAGE
SERVICING,

Plaintiff,

v.

MARY JOHNSON; MR. JOHNSON,
HUSBAND OF MARY JOHNSON; NEW
CENTURY FINANCIAL SERVICES
INC.; PATRICIA R. BELL, COURT
APPOINTED MEDIATOR;
ENGLEWOOD HOSPITAL AND
MEDICAL CENTER; LINCOLN
TECHNICAL INSTITUTE INC.;
AMERIFIRST HOME IMPROVEMENT
FINANCE COMPANY, ASSIGNEE;
RMD; RONALD MORRISON; COUNTY
OF BURLINGTON; STATE OF NEW
JERSEY; ST BARNABAS MEDICAL
CENTER; ESSEX IMAGING;
FOUNTAINVIEW CARE CENTER;
WOODBIDGE OPEN MRI; SLOMIN'S
INC.; BANK OF NEW YORK;
VELOCITY INVESTMENTS, LLC;
CAVALRY PORTFOLIO SERVICES
ASSIGNEE OF CAVALRY SPV I
ASSIGNEE OF CHRYSLER; MIDLAND
FUNDING, LLC; JANICE TUCKER,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
DOCKET NO. F-011327-17

CIVIL ACTION

**ORDER CORRECTING NAME OF
DEFENDANT**

This matter being opened to the court by the attorneys for the plaintiff, and it appearing in the Complaint filed in this matter, in the caption thereof and in paragraph 12.15 of the First Count, it was inadvertently set forth that the name of the defendant was "Bank of New York", whereas, in fact, the correct name of said defendant is Bank of New York n/k/a The Bank of New York Mellon, and good cause appearing;

IT IS, on this ^{21st} day of July , 2017, **ORDERED** and **ADJUDGED**, that:

1. The complaint in this action be and hereby is corrected to reflect in the caption thereof and in paragraph 12.15 of the first count, that the correct name of the defendant is Bank of New York n/k/a The Bank of New York Mellon .
2. The Superior Court Clerk is directed to change as herein modified, the name of the party defendant on the automated case management system docket.

Arthur Bergman
Hon. Arthur Bergman, J.S.C.

Nelson Diaz, Esquire ID No. 007221987
Milstead & Associates, LLC
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400
Attorneys for Plaintiff
208889-1

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

**FEDERAL NATIONAL MORTGAGE
ASSOCIATION,**

Plaintiff,

Vs.

**DORINE M. TEMPLE, AS SURVIVING
JOINT TENANT WITH RIGHT OF
SURVIVORSHIP, et al.,**

Defendant(s)

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY**

DOCKET NO.: F-029522-12

CIVIL ACTION

**ORDER VACATING THE ORDER OF
DISMISSAL ENTERED MAY 1, 2015,
REINSTATING FORECLOSURE
ACTION AND SUBSTITUTING
PLAINTIFF**

THIS MATTER being opened to the Court by Milstead & Associates, LLC, Nelson Diaz, Esquire, appearing, attorneys for Plaintiff and the Court having reviewed the within matter and for good cause appearing;

It is on the 21st day of July, 2017

ORDERED THAT the Order of Dismissal entered on May 1, 2015 be and is hereby vacated and the foreclosure matter is hereby reinstated; and

IT IS FURTHER ORDERED THAT U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust is hereby substituted in the place and stead of Federal National Mortgage Association as the party plaintiff and all subsequent pleadings filed with the Court shall use the name of the substituted plaintiff in the caption; and

It IS FURTHER ORDERED THAT a copy of the within Order be served on all known Defendants within 7 days of receipt of this order.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

FEIN, SUCH, KAHN & SHEPARD, P.C.
Douglas McDonough - 035361998
7 Century Drive, Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
385KNU
Attorneys for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

PNC BANK, NATIONAL ASSOCIATION

Plaintiff,

vs.

MICHAEL S. BARR, et al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO.: F-8354-17

CIVIL ACTION

**ORDER GRANTING SUMMARY
JUDGMENT**

This matter being opened to the Court by Fein, Such, Kahn & Shepard, P.C., attorneys for Plaintiff, Douglas McDonough, appearing on a Motion for Summary Judgment and the Court having reviewed the supporting Certifications and Exhibits and for good cause shown;

IT IS on this 21st day of July, 2017;

Colleen M. Hirst, Esq. (039742003)
Paul W. Luongo, Esq. (000172009)
Caitlin M. Donnelly, Esq. (034832011)
Nicholas J. Zabala, Esq. (156532015)

Brian C. Nicholas, Esq. (036432003)
Jaime R. Ackerman, Esq. (025782003)
Christopher Ford, Esq. (006712005)
Denise Carlon, Esq. (001392008)

KML Law Group, P.C.
Kristina G. Murtha, Esq., Managing Attorney (034041990)
A Professional Corporation incorporated in Pennsylvania
216 Haddon Avenue, Ste. 406
Westmont, NJ 08108
609-250-0700 (NJ)
215-627-1322 (PA)
Attorney for Plaintiff

FILED
JUL 21 2017
ARTHUR BERGMAN, J.S.C

Vanderbilt Mortgage and Finance, Inc.

Plaintiff

v.

Khadija Faye, et al.

Defendants

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY

CHANCERY DIVISION
GENERAL EQUITY

Docket No. F-034173-16

CIVIL ACTION

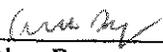
CONSENT ORDER

THIS MATTER having been opened to the Court by Plaintiff, Vanderbilt Mortgage and Finance, Inc. ("Plaintiff"), Caitlin M. Donnelly, Esquire, of the law firm of KML Law Group, P.C., appearing; and Lawrence Friscia, Esquire, on behalf of Khadija Faye his/her heirs, devisees, and personal representatives, and his, her, their or any of their successors in right, title and interest ("Defendants"), appearing, and the matter in dispute having been amicably resolved by and between the parties, and the parties having consented to the form and entry of this Order, and for other good cause shown,

IT IS on this 21st day of July, 2017, ORDERED as follows:



1. Defendant's Answer be deemed withdrawn and default entered as if no answering pleading had been filed, without prejudice. The matter shall be returned to the Office of Foreclosure to proceed in an uncontested matter;
2. Plaintiff will not move for final judgment for a period of ninety (90) days from the date of this consent order;

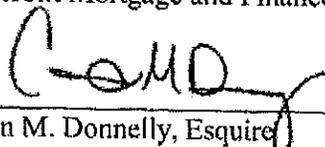


Hon. Arthur Bergman, J.S.C.

THE UNDERSIGNED HEREBY CONSENT TO THE FORM AND ENTRY OF THIS ORDER

KML Law Group, P.C.

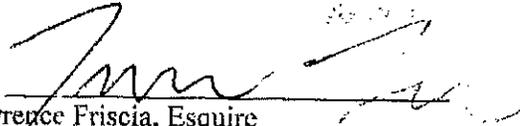
Attorneys for Plaintiff
Vanderbilt Mortgage and Finance, Inc.

By: 

Caitlin M. Donnelly, Esquire

Frisca and Associates

Attorneys for Defendant,
Khadija Faye

By: 

Lawrence Friscia, Esquire

Dated: 7/19/17

Dated: 7/19/2017

WNI15-013727
Shapiro & DeNardo, LLC
14000 Commerce Parkway, Suite B
Mount Laurel, NJ 08054
(856)793-3080
Chandra M. Arkema - 029552006
Krystin M. Alex - 171402015
Renée Pearl Cohen - 019362009
Katherine Knowlton Lopez - 013502011
Kathleen M. Magoon - 040682010
Donna L. Skilton - 013072007
Charles G. Wohlrab - 016592012
Rebecca Cirrinicione - 031212012
Courtney A. Martin - 098782016
Attorneys for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

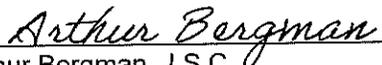
<p>Wells Fargo Bank, N.A</p> <p>PLAINTIFF,</p> <p>vs.</p> <p>Christopher Conti; Chariclea Conti; United States of America; State of New Jersey</p> <p>DEFENDANTS</p>	<p>SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEX COUNTY</p> <p>Docket No: F-039610-15 CIVIL ACTION</p> <p>ORDER TO EXPUNGE THE SHERIFF'S DEED RECORDED JANUARY 27, 2017 AND VACATE SHERIFF'S SALE, FINAL JUDGMENT AND WRIT OF EXECUTION</p>
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THIS MATTER having been brought before the Court by Shapiro & DeNardo, LLC, attorneys for the Plaintiff, and the Court having read the papers in support thereof, and for good cause shown;

IT IS HEREBY ORDERED ON THIS 21st day of July, 2017, THAT:

1. Plaintiff's Motion is granted;
2. The Sheriff's Deed recorded on January 27, 2017 in the Middlesex County Clerk's Office, in Deed Book 6930 at Page 196, *et seq.*, is hereby stricken and expunged of record; and

3. The Middlesex County Clerk's Office shall accept a copy of this Order, certified to be true and correct, and record same within ten (10) days of receipt and affix it to the Sheriff's Deed recorded on January 27, 2017 in the Middlesex County Clerk's Office, in Deed Book 6930 at Page 196, *et seq.*; and
4. The Sheriff's Sale which took place on November 2, 2016 shall be and is hereby deemed vacated and set aside; and
5. The Final Judgment entered in the above entitled action on May 26, 2016 and the Writ of Execution issued on May 26, 2016 are hereby vacated; and
6. A copy of this order is to be served on all parties noticed to this motion within seven (7) business days of Plaintiff's receipt thereof.



Honorable Arthur Bergman, J.S.C.

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

788526

PHELAN HALLINAN DIAMOND & JONES, PC

400 Fellowship Road, Suite 100

Mt. Laurel, NJ 08054

(856) 813-5500

Attorneys for Plaintiff

By: William Adam Aitken, Esquire

Attorney ID: 037591985

WELLS FARGO BANK, NA
PLAINTIFF

VS.

RAYMOND L. DEECKEN, ET AL.
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO: F-004781-17

CIVIL ACTION

**ORDER REFORMING THE
MORTGAGE AND THE LOAN
MODIFICATION AGREEMET AND
SUBORDINATING AND DIVESTING
BETHANY A. DEECKEN OF ANY
TITLE AND INTEREST SHE MAY
HAVE IN THE REAL ESTATE**

THIS MATTER having been brought before the Court on motion of Phelan Hallinan Diamond & Jones, P.C., William Adam Aitken, Esquire, appearing on behalf of Plaintiff, Wells Fargo Bank, NA for an Order to reform mortgage and divest Bethany A. Deecken of any title and interest she may have in the real estate and good cause appearing;

IT IS on this **21st** day of **July** 2017, **ORDERED:**

1. **THAT** the mortgage executed on June 9, 2003 by Raymond L. Deecken and Bethany A. Deecken and given to Mortgage Electronic Registration Systems, Inc. As Nominee For Weichert Financial Services, Its Successors And Assigns and recorded on June 12, 2003 in the Mortgage Book 8540, page 392 in the land records of Middlesex County, is hereby deemed reformed to include the attached legal description, "**Exhibit A**"; and,

2. **THAT** the Loan Modification Agreements effective on April 1, 2007, October 1, 2008 and May 1, 2011 between Raymond L. Deecken and Plaintiff (hereinafter "Loan Modification Agreement") is attached as "**Exhibit B**" and shall become a part of this Order; and,

3. **THAT** the Loan Modification Agreements are deemed superior to the interest Bethany A. Deecken in the land records of Middlesex County; and,

4. **THAT** Bethany A. Deecken is not personally liable under the terms of the Loan Modification Agreement, but rather, she is subordinated to its terms with respect to completing an in rem foreclosure; and

5. **THAT** the interest of Bethany A. Deecken is deemed subordinate to that of Plaintiff for purposes of barring and foreclosing her ownership interest and equity of redemption under the terms of the Loan Modification Agreement and mortgage recorded on June 12, 2003 in Mortgage Book 8540, page 392; and,

6. **THAT** the Middlesex County Clerk's Office is hereby directed to record a certified copy of this Order; and,

7. **THAT** this matter shall be returned to the Foreclosure Unit to proceed as an uncontested matter, and any judgment entered thereto shall be done in accordance with the terms of this Order.

____ Opposed
 Unopposed

Arthur Bergman
~~Honorable Arthur McCook, J.S.C.~~
Hon. Arthur Bergman, J.S.C.

EXHIBIT A LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Borough of Sayreville in the County of Middlesex and the State of New Jersey, more particularly described as follows:

BEGINNING at a point, said point being the intersection of the Westerly line of Guilfoyle Terrace (formerly Second Street) with the Northerly line of Horseshoe Road and running from thence

(1) Along the Westerly line of Guilfoyle Terrace, North 02 degrees 23 minutes East, a distance of 124.92 feet to a point; thence

(2) North 87 degrees 37 minutes West, a distance of 100.00 feet to a point; thence

(3) South 02 degrees 23 minutes West, a distance of 97.72 feet to a point in the Northerly line of Horseshoe Road; thence

(4) Along the Northerly line of Horseshoe Road, South 72 degrees 24 minutes East, a distance of 103.63 feet to the point or place of BEGINNING,

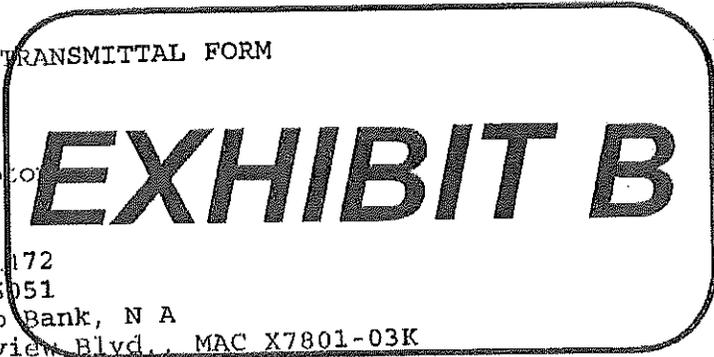
FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 106, 107, 108 and 109 in Block 350.02 of the official Tax Map of the Borough of Sayreville.

The above legal description is taken from the deed.



Wells Fargo Home Mortgage
 MAC X7801-03K
 3476 Stateview Boulevard
 Fort Mill, SC 29715

LOAN MODIFICATION TRANSMITTAL FORM



Part A: Servicer Information

Preparer Name: Justin Hampton
 Seller/Service Number: [REDACTED]
 Date Prepared: 01-16-07
 Phone Number: (800) 416-1172
 Fax Number: (803) 396-6051
 Servicer Name: Wells Fargo Bank, N A
 Servicer Address: 3476 Stateview Blvd., MAC X7801-03K
 Fort Mill SC 29715

Part B: Loan Data

Investor Loan Number: [REDACTED]
 Loan Number: [REDACTED]
 Borrower Name: Raymond L Deecken
 Co-Borrower Name:
 Loan Origination Date: 06-09-03
 Loan Type: FHA

02-12-07 P01:58 IN

Property Address: 8 Guilfoyle Terra
 Sayreville Borough NJ 08872

Mortgage Insurer: Hud Risk-based
 Certificate Number: 352-4982171
 Has MI Approved? Y / N
 Owner Occupied? OWNER / VACANT / TENANT / UNKNOWN
 Number of Units 1 / 2-4 / OTHER

Part C: Modification Data

	Pre-Modification	Modified
Unpaid Principal Balance	\$ 215,953.28	\$ 222,910.45
Note Rate	5.50000%	5.500%
Monthly P&I Payment	1,288.03	1,336.81
DDLP (I) Eff. Interest Change Date (II)	00-00	03/01/2007
Maturity Date	07-33	07/01/2033
First Modified Payment Due Date		04/01/2007
New Term (months)		316
Breakdown of Amounts Due:		
Interest (Plus Del Prin if Structured Finance mod)	\$	4,935.21
Escrow		3,677.20
Corp Recov/Title/Mod Fees/Atty/FC/BPO/Appraisal		261.33
FHLMC 2% Fee		.00
Borrower's Payment Toward Arrearages	\$	1,916.57
Mortgage Insurer Contribution		.00
Total Capitalized Amount		\$ 6,957.17





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

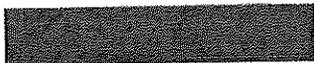
THIS LOAN MODIFICATION AGREEMENT made on January 16, 2007, by and between RAYMOND L DEECKEN and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender")

W I T N E S S E T H

WHEREAS, Borrower has requested, and Lender has agreed, subject to the following terms and conditions, to a modification in the payment as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage dated 6/9/2003):

1. BALANCE. As of January 16, 2007, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 215,953.28.
2. EXTENSION. This agreement hereby modifies the following terms of the Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 11-01-06. The first modified contractual due date is due on 04/01/2007.
 - B. The maturity date has been extended from 07-33 (month/year) to 07/01/2033.
 - C. The amount of interest to be capitalized will be U.S. \$ 4,935.21. The modified unpaid principal balance is U.S. \$ 222,910.45.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 222,910.45. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,336.81, at a yearly rate of 5.500%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amounts in full on the maturity date.
 - * (If applicable, all scheduled step rate changes according to your Note and Mortgage will remain unchanged.)





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Loan Modification Agreement
Page 2 of 2

3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

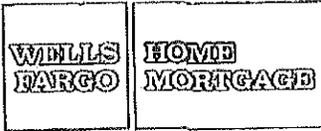
CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. RD (Borrower Initial)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

Raymond L Deecken 1-18-07
Raymond L Deecken /Date

A. V. Vintanti 1/25/07
Wells Fargo Bank, N A, Officer/Date





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on July 30, 2008, by and between RAYMOND L DEECKEN and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender")

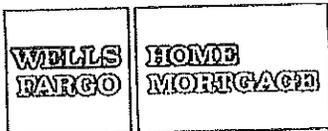
W I T N E S S E T H

WHEREAS, Borrower has requested, and Lender has agreed, subject to the following terms and conditions, to a modification in the payment as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage dated 6/9/2003):

1. BALANCE. As of July 30, 2008, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 218,699.10.
2. EXTENSION. This agreement hereby modifies the following terms of the Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 05-01-08. The first modified contractual due date is due on 10/01/2008.
 - B. The maturity date has been extended from 07-33 (month/year) to 09/01/2038.
 - C. The amount of interest to be capitalized will be U.S. \$ 5,011.85. The modified unpaid principal balance is U.S. \$ 225,198.10.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 225,198.10. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,278.65, at a yearly rate of 5.500%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amounts in full on the maturity date.
* (If applicable, all scheduled step rate changes according to your Note and Mortgage will remain unchanged.)

[REDACTED]



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Loan Modification Agreement
Page 2 of 2
Loan [REDACTED]

3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. RPD (Borrower Initial)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

By signing this loan Modification I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Raymond L. Deeken
Raymond L. Deeken /Date

Laura Cortesi 8/7/08
Wells Fargo Bank, N A, Officer/Date



Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.



Wells Fargo Home Mortgage
MAC X9999-01N
1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: [REDACTED]

LOAN MODIFICATION AGREEMENT

LOAN NUMBER: [REDACTED]

PROPERTY ADDRESS 8 Guilfoyle Terrace
Sayreville Borough NJ 08872

MIN: 100028800010940897 MERS Phone: 1-888-679-6377

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 12, 2011, by and between Raymond L Deecken and [REDACTED] and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender", And Mortgage Electronic Registration Systems, Inc. (Mortgagee) together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 06/09/2003.)

1. BALANCE. As of February 12, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 221,903.34.
2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 11-01-09 to 05/01/2011. The first modified contractual due date is on 05/01/2011.
 - B. The maturity date has been extended from 09-38 (month/year) to 04/01/2041.
 - C. The amount of interest to be included (capitalized) will be U.S. \$ 18,307.08.
The amount of the Escrow Advance to be capitalized will be U.S. \$13,044.47
The amount of Recoverable Expenses* to be capitalized will be U.S. \$2,704.40.
The modified Unpaid Principal Balance is U.S. \$ 255,702.75.
* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections

D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 255,702.75. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 1,412.00, at a yearly rate of 5.250%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.

[REDACTED]

Together we'll go far





Wells Fargo Home Mortgage
MAC X9999-01N
1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: 800 416 1472

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

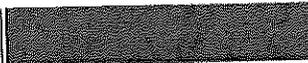
6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N A.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.



Together we'll go far





Wells Fargo Home Mortgage
MAC X9999-01N
1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: [Redacted]

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. RD (Borrower(s) initial)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this 17 day of February, 2011.

Raymond L Deecken
Raymond L Deecken
Signature

Signature

Sarah Witte 3/24/11
Wells Fargo Bank, N A

Sarah Witte
Vice President Loan Documentation

Mortgage Electronic Registration Systems, Inc.

Name: _____

Its: _____



Together we'll go far



FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

788526
PHELAN HALLINAN DIAMOND & JONES, P.C.
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff
By: William Adam Aitken, Esquire
Attorney ID: 037591985

WELLS FARGO BANK, NA
PLAINTIFF,

V.

RAYMOND L. DEECKEN, ET AL.
DEFENDANT

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. F-004781-17

CIVIL ACTION

**ORDER ENFORCING AN EQUITABLE
MORTGAGE**

THIS MATTER having been brought before the Court on motion of Phelan Hallinan Diamond & Jones, P.C., William Adam Aitken, Esquire, appearing on behalf of Wells Fargo Bank, NA (hereinafter "Plaintiff") for an Order Enforcing an Equitable Mortgage; and for good cause shown:

IT IS on this **21st** day of **July** **2017, ORDERED:**

8. **THAT** the mortgage executed on June 9, 2003 by Raymond L. Deecken and Bethany A. Deecken and given to Mortgage Electronic Registration Systems, Inc. As Nominee For Weichert Financial Services, Its Successors And Assigns and recorded on June 12, 2003 in the Mortgage Book 8540, page 392 in the land records of Middlesex County, is hereby deemed reformed to include the attached legal description, "**Exhibit A**"; and,

9. **THAT** the Loan Modification Agreements effective on April 1, 2007, October 1, 2008 and May 1, 2011 between Raymond L. Deecken and Plaintiff (hereinafter "Loan Modification Agreement") is attached as "**Exhibit B**" and shall become a part of this Order; and,

10. **THAT** an equitable mortgage hereby exists between Plaintiff and Bethany A. Deecken, upon the terms set forth in the Loan Modification Agreement and the mortgage recorded on June 12, 2003 in Mortgage Book 8540, page 392; and,

11. **THAT** the Middlesex County Clerk's Office is hereby directed to record a certified copy of this Order; and,

12. **THAT** this matter shall be returned to the Foreclosure Unit to proceed as an uncontested matter, and any judgment entered thereto shall be done in accordance with the terms of this Order.

Opposed

Unopposed

Arthur Bergman
~~Ida Cook~~ ~~Ann McGovern~~ ~~J.S.C.~~
Hon. Arthur Bergman, J.S.C.

EXHIBIT A LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Borough of Sayreville in the County of Middlesex and the State of New Jersey, more particularly described as follows:

BEGINNING at a point, said point being the intersection of the Westerly line of Guilfoyle Terrace (formerly Second Street) with the Northerly line of Horseshoe Road and running from thence

(1) Along the Westerly line of Guilfoyle Terrace, North 02 degrees 23 minutes East, a distance of 124.92 feet to a point; thence

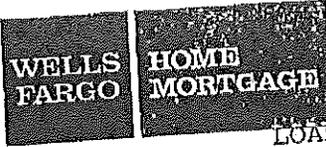
(2) North 87 degrees 37 minutes West, a distance of 100.00 feet to a point; thence

(3) South 02 degrees 23 minutes West, a distance of 97.72 feet to a point in the Northerly line of Horseshoe Road; thence

(4) Along the Northerly line of Horseshoe Road, South 72 degrees 24 minutes East, a distance of 103.63 feet to the point or place of BEGINNING,

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 106, 107, 108 and 109 in Block 350.02 of the official Tax Map of the Borough of Sayreville.

The above legal description is taken from the deed.



Wells Fargo Home Mortgage
 MAC X7801-03K
 3476 Stateview Boulevard
 Fort Mill, SC 29715

LOAN MODIFICATION TRANSMITTAL FORM



Part A: Servicer Information

Preparer Name: Justin Hampton
 Seller/Service Number: [REDACTED]
 Date Prepared: 01-16-07
 Phone Number: (800) 416-1472
 Fax Number: (803) 396-6051
 Servicer Name: Wells Fargo Bank, N A
 Servicer Address: 3476 Stateview Blvd., MAC X7801-03K
 Fort Mill SC 29715

Part B: Loan Data

Investor Loan Number: [REDACTED]
 Loan Number: [REDACTED]
 Borrower Name: Raymond L Deecken
 Co-Borrower Name:
 Loan Origination Date: 06-09-03
 Loan Type: FHA
 Property Address: 8 Guilfoyle Terra
 Sayreville Borough NJ 08872

02-12-07 P01:58 IN

Mortgage Insurer: Hud Risk-based
 Certificate Number: 352-4982171
 Has MI Approved? Y / N
 Owner Occupied? OWNER / VACANT / TENANT / UNKNOWN
 Number of Units 1 / 2-4 / OTHER

Part C: Modification Data

	Pre-Modification	Modified
Unpaid Principal Balance	\$ 215,953.28	\$ 222,910.45
Note Rate	5.5000%	5.500%
Monthly P&I Payment	1,288.03	1,336.81
DDLPI (I) EFF. Interest Change Date (II)	00-00	03/01/2007
Maturity Date	07-33	07/01/2033
First Modified Payment Due Date		04/01/2007
New Term (months)		316
Breakdown of Amounts Due:		
Interest (Plus Del Prin if Structured Finance mod)	\$	4,935.21
Escrow		3,677.20
Corp Recov/Title/Mod Fees/Atty/FC/BPO/Appraisal		261.33
FHLMC 2% Fee	\$.00
Borrower's Payment Toward Arrearages		1,916.57
Mortgage Insurer Contribution		.00
Total Capitalized Amount		\$ 6,957.17





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on January 16, 2007, by and between RAYMOND L DEECKEN and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender")

W I T N E S S E T H

WHEREAS, Borrower has requested, and Lender has agreed, subject to the following terms and conditions, to a modification in the payment as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage dated 6/9/2003):

1. BALANCE. As of January 16, 2007, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 215,953.28.
2. EXTENSION. This agreement hereby modifies the following terms of the Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 11-01-06. The first modified contractual due date is due on 04/01/2007.
 - B. The maturity date has been extended from 07-33 (month/year) to 07/01/2033.
 - C. The amount of interest to be capitalized will be U.S. \$ 4,935.21. The modified unpaid principal balance is U.S. \$ 222,910.45.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 222,910.45. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,336.81, at a yearly rate of 5.500%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amounts in full on the maturity date.
* (If applicable, all scheduled step rate changes according to your Note and Mortgage will remain unchanged.)

[REDACTED]



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Loan Modification Agreement
Page 2 of 2

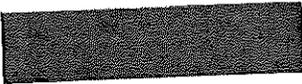
3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. RD (Borrower Initial)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

Raymond L. Deecken 1-18-07
Raymond L Deecken /Date

A. Vokanti 1/25/07
Wells Fargo Bank, N A, Officer/Date





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on July 30, 2008, by and between RAYMOND L DEECKEN and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender")

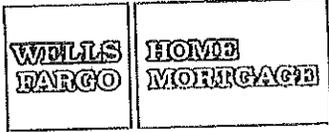
W I T N E S S E T H

WHEREAS, Borrower has requested, and Lender has agreed, subject to the following terms and conditions, to a modification in the payment as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage dated 6/9/2003):

1. BALANCE. As of July 30, 2008, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 218,699.10.
2. EXTENSION. This agreement hereby modifies the following terms of the Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 05-01-08. The first modified contractual due date is due on 10/01/2008.
 - B. The maturity date has been extended from 07-33 (month/year) to 09/01/2038.
 - C. The amount of interest to be capitalized will be U.S. \$ 5,011.85. The modified unpaid principal balance is U.S. \$ 225,198.10.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 225,198.10. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,278.65, at a yearly rate of 5.500%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amounts in full on the maturity date.
* (If applicable, all scheduled step rate changes according to your Note and Mortgage will remain unchanged.)

[REDACTED]



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Loan Modification Agreement
Page 2 of 2
Loan [REDACTED]

3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. RL (Borrower Initial)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

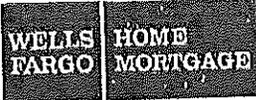
By signing this loan Modification I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Raymond L Deeken /Date
Raymond L Deeken

Laura Curtin 8/7/08
Wells Fargo Bank, N A, Officer/Date



Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.



Wells Fargo Home Mortgage
MAC X9999-01N
1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: [REDACTED]

LOAN MODIFICATION AGREEMENT

LOAN NUMBER: [REDACTED]

PROPERTY ADDRESS 8 Guilfoyle Terrace
Sayreville Borough NJ 08872

MIN: 100028800010940897 MERS Phone: 1-888-679-6377

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 12, 2011, by and between Raymond L Deecken and [REDACTED] and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender", And Mortgage Electronic Registration Systems, Inc. (Mortgagee) together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 06/09/2003.)

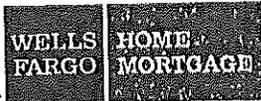
1. BALANCE. As of February 12, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 221,903.34.
2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 11-01-09 to 05/01/2011. The first modified contractual due date is on 05/01/2011.
 - B. The maturity date has been extended from 09-38 (month/year) to 04/01/2041.
 - C. The amount of interest to be included (capitalized) will be U.S. \$ 18,307.08.
The amount of the Escrow Advance to be capitalized will be U.S. \$13,044.47
The amount of Recoverable Expenses* to be capitalized will be U.S. \$2,704.40.
The modified Unpaid Principal Balance is U.S. \$ 255,702.75.
* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections

D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 255,702.75. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 1,412.00, at a yearly rate of 5.250%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.

[REDACTED]

Together we'll go far





Wells Fargo Home Mortgage
MAC X9999-01N
1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: 800 416 1472

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N A.

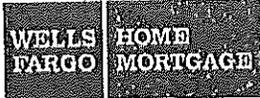
That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.



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1000 Blue Gentian Rd.
STE 300
Egan, MN 55121-1786

Tel: [Redacted]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this 17 day of February, 2011.

Raymond L Deecken
Raymond L Deecken
Signature

Signature

Sarah Witte 3/24/11
Wells Fargo Bank, N A

Sarah Witte
Vice President Loan Documentation

Mortgage Electronic Registration Systems, Inc.

Name: _____

Its: _____



Together we'll go far



654864

PHELAN HALLINAN DIAMOND & JONES, PC
By: Brian J. Goldberg, Esq. ID No. 010642013
400 Fellowship Road, Suite 100
Mount Laurel, NJ 08054
(856) 813-5500

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

WELLS FARGO BANK, NA
PLAINTIFF,

VS.

JULIO C. HERRERA, ET AL.
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO: F-019247-14

CIVIL ACTION

ORDER VACATING NOTICE OF
VOLUNTARY DISMISSAL ENTERED
MAY 9, 2017, STRIKING THE
RECORDING OF THE DISCHARGE OF
LIS PENDENS, AND REINSTATING THE
LIS PENDENS EFFECTIVE FROM MAY
22, 2014

This matter being opened to the Court by Phelan, Hallinan Diamond and Jones, P.C., attorneys for the Plaintiff on Notice of Motion to Vacate Voluntary Dismissal Entered May 9, 2017, to Strike the Recording of The Discharge of Lis Pendens, and to Reinstate the Lis Pendens, and for good cause shown:

IT IS on this 21st day of July, 2017 **ORDERED**

THAT the Voluntary Dismissal entered May 9, 2017 be and is hereby vacated; and,
THAT the May 19, 2017 recording of the Discharge of Lis Pendens in Book 2127, Page 238 be and is hereby stricken; and,
THAT the Lis Pendens recorded be and is hereby reinstated, and is effective from the original recording date, May 22, 2014.

Arthur Bergman

Hon. Arthur Bergman, J.S.C.

774562

PHELAN HALLINAN & DIAMOND, P.C.

400 Fellowship Road

Mt. Laurel, NJ 08054

(856) 813-5500

Attorneys for Plaintiff

By: William Aitken, Esquire

Attorney ID: 037591985

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

WELLS FARGO BANK, N.A.
PLAINTIFF,

VS.

PATRICK WALSH, ET AL.
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO: F-013625-16

CIVIL ACTION

ORDER FOR EQUITABLE
SUBROGATION

THIS MATTER having been brought before the Court upon application of the Plaintiff, WELLS FARGO BANK, N.A., by and through its attorney Phelan Hallinan & Diamond, P.C., William Aitken, Esquire, for an order subrogating the judgment held by American Express Traveler Related Services to the mortgage held by Plaintiff on the property commonly known as 310 Second Street, South Amboy, NJ 08879-1618; and the Court having considered the matter and for good cause appearing;

IT IS on this **21st** day of **July**, 2017, **ORDERED and ADJUDGED:**

1. That the judgment held by American Express Traveler Related Services, docketed January 13, 2010 under Judgment Number J-016444-2010 in the amount of \$31,985.33 is subrogated to the mortgage held by Wells Fargo Bank, N.A., dated February 20, 2013 and recorded March 18, 2013 in Mortgage Book 15180, page 41 in the land records of Middlesex County; and,

2. **IT IS FURTHER ORDERED** that American Express Traveler Related Services's interest in and to the subject premises is barred and foreclosed, and;

3. **IT IS FURTHER ORDERED** that the Plaintiff be paid prior to any payment from proceeds generated by the property in any manner or form, prior to the dispersal of any proceeds to American Express Traveler Related Services or its successors or assigns.

4. **THAT** this matter shall be returned to the Foreclosure Unit to proceed as an uncontested matter, and any judgment entered thereto shall be done in accordance with the terms of this Order; and,

5. **THAT** the Middlesex County Clerk's Office shall record a certified copy of the within Order upon receipt.

Arthur Bergman

~~Honorable Art McCormick, J.S.C.~~

Hon. Arthur Bergman, J.S.C.

Unopposed

Opposed

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff
Jeanette J. O'Donnell, Esquire – 013962008

THOMAS W. SWEET, ESQ. (261601970)
7 West Main Street
P.O. Box 158
Mendham, New Jersey 07945
(973) 543-5301
Co-Attorney for plaintiff limited to the Third Count

WELLS FARGO BANK, N.A.

Plaintiff

v.

MEENA AHUJA, KOGENE BUILDING
AND DEVELOPMENT
CORPORATION, ROBERT KOWITSKI,
EUGENE KOWITSKI, KENNETH R.
LUTOMSKI and DONNA L.
LUTOMSKI, his wife,

Defendants

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
DOCKET NO. F-042610-14

Civil Action

**ORDER GRANTING FINAL
JUDGMENT ON THE THIRD
COUNT OF THE FIRST AMENDED
COMPLAINT**

THIS MATTER having been opened to the Court on a motion by Thomas W. Sweet, Esq., co-attorney for plaintiff, Wells Fargo Bank, N.A., for an Order of final judgment on the Third Count of the First Amended Complaint, and the Court having reviewed the moving papers and the opposing papers, and the Court having heard oral argument thereon, and for good cause appearing,

IT IS on this 21st day of ~~June~~^{July}, 2017;

ORDERED that the plaintiff's motion for final judgment as to the Third Count of the First Amended Complaint is hereby granted; and it is

FURTHER ORDERED that:

a. As to the Third Count of the First Amended Complaint, the plaintiff's mortgage dated March 10, 2008 in the principal amount of \$290,500.00, recorded in the Office of the Clerk of Middlesex County in Mortgage Book 12889, Page 727 on March 24, 2008 is hereby reformed to include Exhibit A attached hereto as constituting the correct description of the mortgaged property located in Woodbridge Township, New Jersey; and

b. As to the Third Count of the First Amended Complaint, the deed made by defendant, Kogene Building and Development Corporation ("Kogene") dated February 18, 1987, in which Kogene conveyed the Property to Kenneth R. Lutomski and Donna L. Lutomski, husband and wife, which deed is recorded in Deed Book 3641, Page 902 in the Office of the Clerk of Middlesex County, New Jersey, is hereby reformed to include Exhibit A attached hereto as constituting the correct description of the subject property; and

c. As to the Third Count of the First Amended Complaint, the deed made by Kenneth R. Lutomski and Donna L. Lutomski, husband and wife, to Meena Ahuja, dated January 9, 2008, which deed was recorded on March 24, 2008 in Deed Book 05929, Page 0104 in the Office of the Clerk of Middlesex County, New Jersey, is hereby reformed to include Exhibit A attached hereto as constituting the correct description of the subject property; and

d. Also, as to the Third Count, any Writ of Execution and Sheriff's Deed emanating from the mortgage foreclosure action shall contain Exhibit A attached hereto; and it is

FURTHER ORDERED that a certified, gold seal copy of this Order shall be recorded in the chain of title to the mortgaged property commonly known as 255 East Warren Street, Woodbridge Township, New Jersey 08830, also designated as Lot 14B in Block 479E on the Official Tax Map of Woodbridge Township, Middlesex County, New Jersey; and it is

FURTHER ORDERED copies of this Order shall be served upon all counsel of record within 7 days of entry of this Order.

Arthur Bergman
Hon. Arthur Bergman, JSC , ~~Excl~~

CUTOLO BARROS LLC
Jason N. Sena, Esq. (016842012)
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726
(732) 414-1170
Attorneys for Plaintiff

FILED

JUL 21 2017

Hon. Arthur Bergman, J.S.C.

WINDSONG AT EAST BRUNSWICK
PROPERTY OWNERS ASSOCIATION,
INC.,

Plaintiff,

v.

MERI MARSIC; BANK OF AMERICA,
N.A.; PNC BANK, N.A.; STATE OF NEW
JERSEY; and UNKNOWN TENANTS AND
OCCUPANTS 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. F-003776-17

Civil Action

**ORDER PERMITTING SUBSTITUTED
SERVICE BY NEWSPAPER
PUBLICATION AS TO DEFENDANT
MERI MARSIC**

THIS MATTER having been opened to the Court by Cutolo Barros LLC, attorneys for Plaintiff, Windsong at East Brunswick Property Owners Association, Inc., for the entry of an Order reinstating Plaintiff's Complaint and permitting substituted service of the Complaint by Publication against Defendant Meri Marsic ("Defendant"); and the Association having filed a Certification setting forth diligent efforts taken to locate Defendant's address; and the Court having considered the papers filed in support thereof, papers filed in opposition thereto, if any, and for good cause shown;

IT IS ON THIS 21st **DAY OF** July, 2017:

(1) **ORDERED** that Plaintiff shall be permitted to serve the Complaint upon Defendant Meri Marsic by publication in a newspaper published or of general circulation in the county in which the venue is laid and by mailing within 7 days after receipt of the

Notice of Publication, a copy of same and the Complaint to 170 Windsong Circle, East Brunswick, New Jersey 08816 via regular and certified mail; and it is further

(2) **ORDERED** that service of any other document in this action may be served upon Defendant Meri Marsic by mailing copies of said document to Defendant Meri Marsic at the address listed in Paragraph 1 via regular and certified mail; and it is further

(3) **ORDERED** that a copy of this Order shall be served upon Defendant's last known address of 170 Windsong Circle, East Brunswick, New Jersey 08816, within seven (7) days of the date an executed copy of same is received by counsel for the Plaintiff.

Arthur Bergman
Hon. Arthur Bergman, J.S.C.

Opposed

Unopposed