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This opinion shall not "constitute precedent or be binding upon any court."
Although it is posted on the internet, this opinion is binding only on the
parties in the case and its use in other cases is limited. R.1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1908-15T3

U.S. BANK NATIONAL ASSOCIATION,
as trustee relating to CHEVY
CHASE FUNDING LLC MORTGAGE
BACKED CERTIFICATES SERIES 2006-
4,

Plaintiff-Respondent,

v.

DAVID W. JACK and DALE R. JACK,

Defendants-Appellants,

and

PNC BANK, NATIONAL ASSOCIATION,

Defendant.

Argued January 31, 2017 – Decided February 27, 2017

Before Judges Koblitz and Rothstadt.

On appeal from Superior Court of New Jersey,
Chancery Division, General Equity Part, Morris
County, Docket No. F-15601-12.

Michael A. DiChiaro argued the cause for
appellant (Michael A. DiChiaro, P.C.,
attorneys; Mr. DiChiaro, of counsel and on the
briefs).

Gene Mariano argued the cause for respondent (Parker McCay P.A., attorneys; Mr. Mariano, of counsel; Stacy L. Moore, Jr., on the brief).

PER CURIAM

In this foreclosure action, defendants David W. Jack and his wife, Dale R. Jack, appeal from the trial court's January 17, 2014 order granting summary judgment in favor of plaintiff, U.S. Bank National Association. On November 23, 2015, final judgment against defendants was entered in the amount of \$2,076,066.55. We affirm substantially for the reasons expressed by Judge Stephan C. Hansbury in his January 17, 2014 oral opinion.

On September 7, 2006, defendants executed a note in the amount of \$1,500,000. Defendants defaulted on the note and mortgage by failing to make the monthly payment due on August 1, 2009, and by failing to make all payments due thereafter.


We review the disposition of a summary judgment motion de novo, applying the same standard used by the chancery judge. Rowe v. Mazel Thirty, LLC, 209 N.J. 35, 41 (2012) (citing Henry v. N.J. Dep't of Human Servs., 204 N.J. 320, 330 (2010)). We consider, as the chancery judge did, whether "the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Town of Kearny v. Brandt, 214 N.J. 76, 91

(2013) (quoting Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995)); see also R. 4:46-2(c). The only material issues "in a foreclosure proceeding are the validity of the mortgage, the amount of the indebtedness, and the right of the mortgagee to resort to the mortgaged premises." U.S. Bank Nat'l Ass'n v. Curcio, 444 N.J. Super. 94, 112-13 (App. Div. 2016) (quoting Sun NLF Ltd. P'ship v. Sasso, 313 N.J. Super. 546, 550 (App. Div.), certif. denied, 156 N.J. 424 (1998)).

Defendants argue that plaintiff did not have standing to bring the foreclosure complaint because it did not have possession of the note or an assignment of the mortgage prior to filing the complaint. See Deutsche Bank Trust Co. Ams. v. Angeles, 428 N.J. Super. 315, 318 (App. Div. 2012) (requiring possession of either the note or an assignment of mortgage prior to filing a foreclosure complaint). Rejecting defendants' objections to the certification filed by plaintiff's employee, Judge Hansbury found that plaintiff possessed both the note and the assignment at the time of filing the complaint. Judge Hansbury's reasoning is sound and we affirm on that basis.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION