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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-2596-15T1

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR MORGAN STANLEY ABS
CAPITAL I INC. TRUST
2006-WMC2,

Plaintiff-Respondent,

v.

MARY JANE HOLGANZA; MR.
HOLGANZA, husband of MARY
JANE HOLGANZA; MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC. AS A NOMINEE
FOR WMC MORTGAGE CORP, ITS
SUCCESSORS AND ASSIGNS,

Defendants.

Submitted May 9, 2017 – Decided May 19, 2017

Before Judges Fisher and Ostrer.

On appeal from the Superior Court of New
Jersey, Chancery Division, Passaic County,
Docket No. F-30224-08.

Unit Sarhan, appellant pro se.

Reed Smith LLP, attorneys for respondent
(Henry F. Reichner, of counsel and on the
brief).

PER CURIAM

Umit Sarhan appeals from a February 23, 2016 order of the General Equity Part, denying his February 8, 2016 application, by way of an order to show cause, to intervene in a pending foreclosure action and to secure a stay of a purportedly impending sheriff's sale, although it had already occurred on February 2, 2016. We affirm.

Sarhan contended that he was a party to a 2011 contract to purchase from the mortgagor, Mary Jane Holganza, the property that was subject to the sheriff's sale. The contract was actually between Holganza and BMS Investment Group, LLC, of which Sarhan claimed to be the "General Manager."

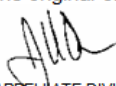
The foreclosure action had commenced in 2008, a lis pendens was promptly filed, and a final judgment against Holganza was entered in 2010. A sheriff's sale was scheduled that year, but it was adjourned multiple times, for various reasons, including Hurricane Sandy and Holganza's bankruptcy filing. In addition to his request to intervene and for a stay of the sheriff's sale, Sarhan sought an order vacating the foreclosure judgment, so he could raise a familiar grab bag of defenses pertaining to the lender's own standing.

Sarhan's appeal lacks merit. We confine ourselves to two observations. First, any rights under the 2011 contract belong

to the limited liability company, not Sarhan. See N.J.S.A. 42:2C-4(a) ("A limited liability company is an entity distinct from its members."). Second, the LLC had no right to notice of the sheriff's sale and was bound by the foreclosure judgment, since the LLC had no recorded interest in the property when the foreclosure action commenced and the lis pendens was filed. See R. 4:64-1 (requiring a foreclosure plaintiff to search the public record and identify the parties with an interest in the property); N.J.S.A. 2A:15-7(a) (stating that a person who acquires property after the filing of a lis pendens does so with imputed knowledge of the pending action, and is bound by any subsequent judgment). Any further comment is not warranted. R. 2:11-3(e)(1)(E).

Affirmed.

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


CLERK OF THE APPELLATE DIVISION