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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-3940-16T3

NATIONSTAR MORTGAGE LLC,

Plaintiff-Respondent,

v.

DONNA NUCERA,

Defendant-Appellant,

and

FRANK NUCERA, FORD MOTOR
CREDIT COMPANY LLC, PALISADES
ENDODONTICS, and STATE OF
NEW JERSEY,¹

Defendants.

Argued April 11, 2018 – Decided April 26, 2018

Before Judges Nugent and Currier.

On appeal from Superior Court of New Jersey,
Chancery Division, General Equity Part, Bergen
County, Docket No. F-020782-14.

¹ Ford Motor Credit Company LLC, Palisades Endodontics, and State of New Jersey hold judgments against Donna and/or Frank Nucera and were named in the complaint for any lien, claims, or interest they might have in the mortgaged property.

Joshua W. Denbeaux argued the cause for appellant (Denbeaux & Denbeaux, attorneys; Joshua W. Denbeaux, on the brief).

John E. Brigandi argued the cause for respondent (Knuckles, Komosinski & Manfro, LLP, attorneys; John E. Brigandi, on the brief).

PER CURIAM

In this foreclosure action, defendant Donna Nucera appeals from the March 17, 2017 order denying her objection to final judgment, and the April 4, 2017 order of final judgment of foreclosure.² After a review of the contentions in light of the record and applicable legal principles, we affirm.

On June 28, 2007, Frank executed a note to First Magnus Financial Corporation (First Magnus) for \$388,000. Frank and defendant both executed a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for First Magnus, to secure the note. On July 1, 2009, the mortgage was assigned to BAC Home Loans Servicing, LP, F/K/A Countrywide Home Loan Servicing, LP. The mortgage was assigned to plaintiff Nationstar Mortgage LLC on April 4, 2013.³

² Defendant Frank Nucera has not appealed from the orders. We refer to Frank by his first name for the ease of the reader, and mean no disrespect.

³ On March 7, 2014, a corrective assignment was executed to indicate that the mortgage was assigned to plaintiff by Bank of

After defendant defaulted on the loan in February 2009, plaintiff filed a complaint for foreclosure in May 2014. Frank did not contest the default. Defendant's answer denied the allegations. On February 3, 2017, plaintiff filed a motion for final judgment of foreclosure. In her opposition to the motion, defendant challenged plaintiff's calculation of the amount owed on the loan and argued that plaintiff failed to provide the court with the requisite proofs.

On March 17, 2017, the Chancery court granted plaintiff's application. In addressing defendant's objection to final judgment, the judge stated "[d]efendant fails to present the [c]ourt with any credible competent evidence that contradicts any information contained in [p]laintiff's application for Entry of Final Judgment." The judge noted that defendant claimed, without supporting proofs, that she had paid two quarters of the real estate taxes in 2009. Without any documentation, however, the challenge was baseless and insufficient to support her objection. Final judgment was entered on April 4, 2017.

On appeal, defendant argues the trial court erred in entering final judgment because the court's order was based on inadmissible

America, NA, successor by merger to BAC Home Loans Servicing, LP, F/K/A Countrywide Home Loan Servicing, LP.

evidence and plaintiff failed to provide the court with the requisite documents under Rule 4:64-1(d)(1). We affirm.

In uncontested cases, "[t]he application for entry of judgment shall be accompanied by proofs as required by [Rule] 4:64-2." R. 4:64-1(d)(1). Rule 4:64-2(a) requires the foreclosing plaintiff seeking judgment to submit an affidavit supported by documents upon which the claim is based, including, but not limited to, the original mortgage, evidence of indebtedness, and assignments. The affidavit must include "an affidavit of amount due," which must have a schedule annexed setting forth "the principal due as of the date of default; [and] advances authorized by the note or mortgage for taxes, hazard insurance and other stated purposes." R. 4:64-2(b). The affidavit "may be supported by computer-generated entries." Ibid.

The moving party must also supply a certification of diligent inquiry. R. 4:64-2(d). In this certification, the attorney preparing the motion must state that he or she has spoken to an employee of the plaintiff who has personally reviewed the affidavit of amount due, "the original or true copy of the note, mortgage and recorded assignments," and that the employee has confirmed their accuracy. Ibid.

Defendant argues on appeal that plaintiff has failed to present admissible evidence to support its claim of the amount

due. Instead of the schedule attached to the certification of amount due, defendant contends that plaintiff should provide a complete accounting of the loan history. We disagree. The included schedule comports with the requirements of Rule 4:64-2(b) and Appendix III-J of the Court Rules.

In addition, plaintiff supplied all of the required Rule 4:62 documents at the time it filed its motion, including: notice of motion for final judgment, proof of mailing, certification of diligent inquiry, certification of proof of amount due, certification of allowance of costs and fees to be included, certification of non-military service, certification of mailing of notice of intent to enter final judgment, certification of mailing of default, certification of mediation program notification, copy of mortgage, copy of note, final judgment order, writ of execution, assignment of the mortgage, and certification of mailing notice to residential tenants of rights during foreclosure.

Although defendant challenges the accuracy of the amount due, they have not presented any proofs to support the challenge. The only specific argument concerns the real estate tax computation. Defendant contends she may have paid two quarters of the real estate taxes in 2009. No documentation to support this contention is included in the record.

Defendant does not dispute the amount of mortgage due, the interest rate, or that plaintiff paid the real estate taxes and hazard insurance for the eight years following the default. We are satisfied that defendant's objection to the amount due lacks the requisite specificity identified in Rule 4:64-1(d)(3).⁴ See also Mony Life Ins. Co. v. Paramus Parkway Bldg., Ltd., 364 N.J. Super. 92, 106 (App. Div. 2003) (concluding that no hearing was warranted where defendant failed to offer conflicting proof or establish a contested fact to be resolved).

Plaintiff has satisfied all of the necessary requirements for an entry of final judgment. Defendant failed to provide the court with any documentation to support their objections. Accordingly, the final judgment was properly entered and defendant's motion objecting to its entry was properly denied.

Affirmed.

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



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⁴ "Any party having the right of redemption who disputes the correctness of the affidavit of amount due may file with the Office of Foreclosure an objection stating with specificity the basis of the dispute and asking the court to fix the amount due." R. 4:64-1(d)(3).