SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4388-16T2

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Plaintiff-Respondent,

v.

LAWRENCE SILVERMAN a/k/a LAWRENCE G. SILVERMAN and PATRICIA SILVERMAN a/k/a PATRICIA E. SILVERMAN, his wife,

Defendants-Appellants.

Submitted May 17, 2018 – Decided May 29, 2018

Before Judges Haas and Gooden Brown.

On appeal from Superior Court of New Jersey, Chancery Division, Hunterdon County, Docket No. F-040752-15.

Lawrence Silverman, appellant pro se.

Milstead & Associates, LLC, attorneys for respondent (Joel H. Aronow, on the brief).

PER CURIAM

In this residential mortgage foreclosure matter, defendant Lawrence Silverman appeals from the May 12, 2017 final judgment

of foreclosure entered after Judge Margaret Goodzeit granted summary judgment to plaintiff Federal National Mortgage Association, struck defendant's answer, and remanded the matter to the Office of Foreclosure to proceed as an uncontested matter. We affirm substantially for the reasons expressed by Judge Goodzeit in her thorough May 27, 2016 written decision granting plaintiff's summary judgment motion.

Judge Goodzeit made the following pertinent findings of fact following her review of the motion record. On November 16, 2005, defendant and his wife executed a $275,000 note and mortgage to the original lender, CitiMortgage, Inc. Defendant defaulted on the loan on December 1, 2010. On November 21, 2013, CitiMortgage served defendant with a written notice of intention to foreclose (NOI) that met all the requirements of the New Jersey Fair Foreclosure Act (FFA), N.J.S.A. 2A:50-53 to -68, including N.J.S.A. 2A:50-56(c), which sets forth the information the lender is required to include in the NOI.

On February 11, 2014, CitiMortgage assigned the mortgage to plaintiff, and this assignment was recorded in the county clerk's office on February 19, 2014. Plaintiff had possession of the note at the time it filed its complaint for foreclosure on December 21, 2015, and continued in possession of this document throughout these proceedings.

Based upon these facts, Judge Goodzeit concluded that plaintiff had standing because it had possession of the note prior to filing its foreclosure complaint. See Deutsche Bank Trust Co. Ams. v. Angeles, 428 N.J. Super. 315, 318 (App. Div. 2012) (holding that standing is conferred by "either possession of the note or an assignment of the mortgage that predated the original complaint").

The judge also rejected defendant's argument that the NOI was somehow defective because it was served upon him by CitiMortgage rather than by plaintiff. The judge found "that plaintiff met the requirements of the FFA when its predecessor in interest [CitiMortgage] served an NOI on both defendants more than [thirty] days before the instant foreclosure action was instituted against them." The judge also noted that "[n]othing in N.J.S.A. 2A:50-56 requires the moving plaintiff to be the one who served the NOI." This appeal followed.

On appeal, defendant argues that (1) plaintiff "failed to establish that it was the holder of the note with standing to foreclose"; and (2) the judge "erred by misconstruing the [FFA]." Accordingly, defendant asserts that summary judgment was inappropriate. We disagree.

Our review of a ruling on summary judgment is de novo, applying the same legal standard as the trial court. Townsend v.

Pierre, 221 N.J. 36, 59 (2015). "Summary judgment must be granted if 'the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show . . . there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment . . . as a matter of law.'" Town of Kearny v. Brandt, 214 N.J. 76, 91 (2013) (quoting R. 4:46-2(c)).

Thus, we consider, as the trial 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." Ibid. (quoting Brill v. Guardian Life Ins. Co., 142 N.J. 520, 540 (1995)). We accord no deference to the trial judge's conclusions on issues of law and review issues of law de novo. Nicholas v. Mynster, 213 N.J. 463, 478 (2013).

We have considered defendant's contentions in light of the record and applicable legal principles and conclude that they are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E). We are satisfied that Judge Goodzeit properly granted summary judgment to plaintiff for the reasons set forth in her comprehensive written opinion and, therefore, we discern no basis for disturbing the May 12, 2017 final judgment of foreclosure.

Affirmed.

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

CLERK OF THE APPELLATE DIVISION