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APPROVAL OF THE APPELLATE DIVISION**

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-5370-15T3

21ST MORTGAGE CORPORATION,

Plaintiff-Respondent,

v.

FRANK J. REED, III, his/her  
heirs, devisees, and personal  
representatives, and his, her,  
their or any of their successors  
in right, title and interest,

Defendant-Appellant,

and

CHRISTINA A. REED, his/her  
heirs, devisees, and personal  
representatives, and his, her,  
their or any of their successors  
in right, title and interest,  
TD BANK, f/k/a TD BANK, N.A.,  
AMERICAN EXPRESS CENTURION BANK,  
NEW CENTURY FINANCIAL SERVICES,  
INC., UNSATISFIED CLAIM AND  
JUDGMENT FUND, STATE OF NEW JERSEY,  
UNITED STATES OF AMERICA,

Defendants.

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Submitted January 29, 2018 - Decided March 14, 2018

Before Judges Accurso and O'Connor.

On appeal from Superior Court of New Jersey,  
Chancery Division, Burlington County, Docket  
No. F-008034-14.

Frank J. Reed, III, appellant pro se.

Diane Bradshaw (Helfand & Helfand), attorney  
for respondent.

PER CURIAM

Defendant Frank J. Reed, III, appeals from the entry of final judgment in this contested mortgage foreclosure action, contending a prior dismissed foreclosure by plaintiff's predecessor "hindered [him] from performing his obligations under the subject note and mortgage." Reed claims that had plaintiff's predecessor "complied with its contractual and statutory obligations before preemptively filing the prior foreclosure" when Reed defaulted on his \$1,000,000 mortgage loan, he "would have brought the note current" and "continued to pay off his mortgage."

"It is [d]efendant's position in this current foreclosure that [p]laintiff 21st Mortgage Corporation, as a successor entity, is liable for and/or subject to, as a matter of set-off, its predecessor's wrongful acts under New Jersey law." We disagree, and our review of the record convinces us that none of Reed's arguments in support of that position is of sufficient

merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Reed borrowed \$1,000,000 from Metrocities Mortgage, LLC in 2006, secured by residential property in Moorestown. Engaged in the business "of buying, improving and selling homes," Reed claims, as "not unusual for a person engaged in a real estate 'flipping' business," he had "multiple mortgages and lines of credit" then in effect, "and was involved in multiple simultaneous home improvement projects with contractors for the properties that he owned." When Reed "was late on two or three payments" in 2008, GMAC, then holder of Reed's mortgage, filed a foreclosure complaint and lis pendens. That action was dismissed without prejudice several months later for GMAC's failure to comply with the pre-suit notice requirements of New Jersey's Fair Foreclosure Act, N.J.S.A. 2A:50-56. Reed contends, however, that the damage to "his cash flow and liquidity" had already been done, causing "a chain reaction of consequences."

When plaintiff 21st Mortgage filed the current action in 2014, Reed had not made a mortgage payment since the loan went into default in February 2008. Reed answered the complaint, pleading seventeen affirmative defenses, twelve counterclaims, and a third-party complaint against Zucker, Goldberg and

Ackerman, the law firm representing 21st Mortgage and which filed the first foreclosure action on behalf of plaintiff's predecessor.

Judge Suter heard argument on a series of motions over the course of two years, eventually entering summary judgment in favor of plaintiff, dismissing defendant's counterclaims and third-party complaint, striking his affirmative defenses and referring the case to the foreclosure unit for the entry of final judgment. In a comprehensive eighteen page opinion, she carefully explained her reasons for dismissing defendant's claims of consumer fraud, negligence, breach of contract, conversion, unjust enrichment, equitable estoppel, violation of the Fair Debt Collections Practices Act, slander of title, malicious prosecution, fraud on the court and quiet title, most of which were time-barred or not properly pled against 21st Mortgage. She likewise explained her reasons for dismissing defendant's third-party claim against plaintiff's lawyers and striking his affirmative defenses.

Defendant filed two motions for reconsideration and leave to file an amended answer, each of which was denied for reasons explained in written opinions, first by Judge Suter and then by Judge Dow. The court heard argument on defendant's opposition to the entry of final judgment and, in another written opinion,

found the "one valid objection" he raised to the form of the notice of motion had been cured with no prejudice to him.

Following entry of final judgment in June 2016 and several months after defendant filed notice of appeal, he filed an emergent motion appealing the trial court's refusal to stay execution on the judgment, which we denied, finding no probability of success on the merits. We also noted the continuing harm to plaintiff by a stay, as defendant had not made a mortgage payment since 2008 and had resided in the property since that time without any contribution to its carrying costs.

Eight months later in August 2017, we granted defendant's motion to stay the sheriff's sale and remand to allow him to petition the court to participate in the court's foreclosure mediation program. The trial court on remand approved the case for mediation and directed defendant to file a completed foreclosure mediation checklist, financial worksheet and his "foreclosure prevention proposal" by October 3, 2017. Plaintiff voluntarily adjourned the sale to permit mediation to proceed. Defendant, however, never submitted a completed mediation package. The property apparently went to sale at the end of October. The remand having concluded, we put the appeal back on our calendar.

Having now reviewed the record and considered each of defendant's claims of error, we affirm, substantially for the reasons expressed by Judges Suter and Dow in their several written opinions in this matter. There is no question on this record but that plaintiff proved execution, recording and non-payment of the note on the undisputed facts, thereby establishing its right to foreclose the mortgage. Thorpe v. Floremoore Corp., 20 N.J. Super. 34, 37 (App. Div. 1952). The loan having been in default for ten years, while defendant has remained in possession of the property without payment of the costs of taxes or insurance, equity does not demand a different result.

Affirmed.

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

  
CLERK OF THE APPELLATE DIVISION