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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-3823-15T1

WELLS FARGO BANK, N.A.,

Plaintiff-Respondent,

v.

GLENN R. WORRELL,

Defendant-Appellant.

Submitted September 25, 2017 - Decided October 11, 2017

Before Judges Accurso and Vernoia.

On appeal from Superior Court of New Jersey,
Chancery Division, Monmouth County, Docket
No. F-056594-09.

Joseph C. Lane, attorney for appellant.

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

PER CURIAM

Defendant Glenn R. Worrell appeals from the entry of a final judgment of foreclosure, contending plaintiff Wells Fargo Bank, N.A., failed to prove it owned the note secured by the mortgage. Specifically, defendant claims Wells Fargo did not

"prove its allegation of mortgage assignment by competent evidence." Because the bank's proof of ownership did not rest on assignment, but on merger, and defendant does not dispute the note and mortgage he signed in 2007 has been in default since 2008, we affirm.

Defendant does not dispute that he borrowed \$750,000 from World Savings Bank, FSB in July 2007, executing a thirty-year note and a non-purchase money mortgage on his home. He admits the loan went into default in September 2008. He also does not dispute that World Savings merged into Wachovia Mortgage, FSB, which subsequently converted to a national bank and merged into Wells Fargo in a series of transactions approved by the Comptroller of the Currency.

Wachovia filed the complaint in this case in 2009, which defendant admits he failed to answer. While its motion for final judgment was pending in the foreclosure unit, however, the Supreme Court issued its moratorium on foreclosure filings and amended the Rules governing foreclosures. The bank stopped prosecuting foreclosures until it could come into compliance with the new procedures, and this case was dismissed without prejudice in September 2013 for failure to prosecute.

The bank subsequently moved to reinstate the action and amend the complaint to reflect its new name. Defendant opposed

the motion, arguing the bank should have to file a new complaint, or, in the alternative, that he should be permitted to demonstrate he could qualify for a mortgage modification in mediation. The court granted the bank's motion to reinstate and substitute Wells Fargo for Wachovia as plaintiff in September 2014. It denied defendant's motion to vacate the default but granted his request to enter the mediation program.


Defendant did not pursue mediation, and the bank moved for final judgment in June 2015. Defendant opposed, arguing he should be permitted to file an answer and obtain discovery regarding the bank's standing. The court denied the motion finding defendant had never put forth a meritorious defense and offered no specific objection to the bank's proof of amount due. Final judgment of foreclosure was entered on November 9, 2015.

Defendant appeals, arguing that "Wells Fargo's own proofs establish" it "is not the holder of the note" as its "claim of assignment was unsupported by competent evidence." The bank, however, never claimed it was assigned the note. It bases its claim to the note on the series of transactions through which it acquired World Savings, none of which defendant disputed. As we explained in Suser v. Wachovia Mortg., FSB, 433 N.J. Super. 317, 321 (App. Div. 2013), another matter in which Wells Fargo asserted its ownership of a mortgage originated by World

Savings, "Wells Fargo's right to enforce the mortgage arises by operation of its ownership of the asset through mergers or acquisitions, not assignment."

Affirmed.

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


CLERK OF THE APPELLATE DIVISION