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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-4129-14T4

U.S. BANK, N.A. as trustee relating  
to the Chevy Chase Funding LLC  
Mortgage Backed Certificates,  
Series 2004-3,

Plaintiff-Respondent,

v.

JOSEPH ILAN CEASAR and ANDREA  
CEASAR, his wife, and each of their  
heirs, devisees, and personal  
representatives, and his, her,  
their or any of their successors  
in right, title and interest,

Defendants-Appellants.

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Submitted January 18, 2017 – Decided August 7, 2017

Before Judges Suter and Guadagno.

On appeal from Superior Court of New Jersey,  
Chancery Division, Bergen County, Docket No.  
F-018702-14.

Joseph H. Neiman, attorney for appellants.

McCarter & English, LLP, attorneys for  
respondent (Joseph Lubertazzi, Jr., of  
counsel; Sheila E. Calello and Danielle  
Weslock, on the brief).

PER CURIAM

Defendants Joseph Ilan Ceasar and Andrea Ceasar appeal from a final judgment of foreclosure entered on April 22, 2015. On appeal, defendants, who are husband and wife, do not contest that they have defaulted on the loan and received notice of the default. Rather, they argue that the notice of foreclosure was deficient and plaintiff, U.S. Bank National Association, lacked standing to foreclose. Finding no merit to any of defendants' arguments, we affirm.

On March 21, 2003, defendants executed a note in favor of Chevy Chase Bank, F.S.B. (CCB), for repayment of a loan in the amount of \$507,000. The note was secured by a mortgage on real property located at 124 Madison Avenue, Englewood, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for CCB. The mortgage was recorded in the Bergen County Clerk's Office on March 31, 2003.

In September 2004, plaintiff acquired the loan. CCB continued to service the loan and in December 2004, it sent the original note to plaintiff's document custodian, U.S. Bank Global Trust Services (USB).

Beginning in December 2008, defendants failed to pay the monthly mortgage or the real estate taxes for the mortgaged property. On January 14, 2009, CCB sent defendants notice of

default and of its intention to foreclose. In June 2009, CCB commenced a foreclosure action against defendants represented by McCabe, Weisberg & Conway, P.C. (McCabe Firm). Defendants participated in the action and sought discovery. In July 2009, CCB merged with Capital One, National Association (CONA). In December 2009, CONA obtained the original note from USB and forwarded the note to the McCabe Firm, but the firm has no record of ever receiving the note. For reasons not apparent in the record before us, the first foreclosure action was dismissed in June 2013.

On October 23, 2013, CONA sent defendants a notice of default and intent to foreclose by regular and certified mail. In May 2014, plaintiff filed the current foreclosure action. Defendants filed an answer containing thirty-three affirmative defenses. Plaintiff moved to strike defendants' answer and affirmative defenses and sought summary judgment. On January 9, 2015, after hearing oral argument, the motion judge struck defendants' answer and defenses, deemed the matter uncontested, and granted plaintiff's motion for summary judgment.

Defendants' first argument is that the October 23, 2013 notice of foreclosure fails to comply with the loan documents and the Fair Foreclosure Act (FFA), N.J.S.A. 2A:50-53 to -68, because it was issued by CONA who was not the original "note

holder," and it "does not state when it was mailed, which is the only operative date under the [m]ortgage and FFA."

Plaintiff's summary judgment motion relied on the affidavit of CONA employee, Stephen Witkop, who administered loans in default and was fully familiar with the records in this matter.

The purpose of a notice of intention to foreclose is to provide "timely and clear notice to homeowners that immediate action is necessary to forestall foreclosure." US Bank Nat. Ass'n v. Guillaume, 209 N.J. 449, 470 (2012). We are satisfied that the October 23, 2013 notice fulfilled all of the requirements of N.J.S.A. 2A:50-56(c).

After carefully reviewing the record in light of the parties' arguments, we conclude that defendants' remaining arguments lack "sufficient merit to warrant discussion in a written opinion." 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