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SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1422-18

RCG LV DEBT IV NON-REIT
ASSETS HOLDINGS, LLC,

Plaintiff-Respondent,

v.

AC I TOMS RIVER LLC,

Defendant,

and

BENJAMIN RINGEL,

Defendant-Appellant.

AC I TOMS RIVER MEZZ, LCC,
AC I TOMS RIVER, LLC, and
AC I INV TOMS RIVER, LLC,

Plaintiffs,

v.

RCG LV DEBT IV NON-REIT
ASSETS HOLDINGS, LLC,

Defendant-Respondent.

Argued November 2, 2022 – Decided August 30, 2023

Before Judges Gooden Brown and DeAlmeida.

On appeal from the Superior Court of New Jersey,
Chancery Division, Ocean County, Docket Nos.
C-000209-13 and F-022458-14.

Benjamin Ringel, appellant, argued the cause pro se
(Bruce H. Nagel and Robert H. Solomon, on the briefs;
Benjamin Ringel, on the pro se brief).

Donald F. Campbell, Jr. argued the cause for
intervenor-respondent JDWC, LLC (Giordano,
Halleran & Ciesla, attorneys; Donald F. Campbell, Jr.
and Afiyfa H. Ellington, on the briefs).

PER CURIAM

Defendant Benjamin Ringel appeals from three orders of the Chancery Division relating to his personal liability as guarantor on a loan to AC I Toms River, LLC (AC Toms River), an entity in which he held a beneficial interest. At issue are: (1) a January 8, 2016 order finding that plaintiff RCG LV Debt IV Non-Reit Assets Holdings, LLC (RCG) was entitled to entry of judgment of foreclosure on a mortgage and promissory note to which AC Toms River was a party, and which Ringel personally guaranteed, in the amount of

\$21,856,701.80, plus attorney's fees, and directing the matter be returned to the Office of Foreclosure as an uncontested matter; (2) a February 16, 2018 order denying without prejudice Ringel's motion to vacate and discharge the January 8, 2016 order, as well as a January 8, 2016 judgment entered in a related Chancery Division action against him individually as the guarantee of the AC Toms River loan, and to direct entry of warrants of satisfaction of the order and judgment; and (3) an April 12, 2018 order denying Ringel's motion with prejudice and concluding that interest on his outstanding debt as guarantor of the AC Toms River loan is to be calculated at the contract default rate and not the post-judgment rate set forth in R. 4:42-11. We affirm.

I.

AC Toms River owned a commercial shopping center known as Hooper Commons in Toms River (the Property). AC I Toms River Mezz, LLC (AC Mezz) has an ownership interest in AC Toms River. AC I Inv Toms River, LLC (AC Inv) has an ownership interest in AC Mezz. Ringel has a beneficial interest in each of these entities.

In 2011, RCG, as the lender, and AC Toms River, as the borrower, executed a loan agreement for \$17,820,000. The agreement required AC Toms River to make sixty consecutive monthly payments of principal and interest.

The agreement provided that the failure to make a scheduled payment within five days of its due date constituted a default. After a default, RCG had the contractual right to declare the entire unpaid debt to be immediately due and payable. The agreement also provided that after a default, interest on the outstanding principal balance of the loan, and to the extent permitted by law, overdue interest and other amounts due on the loan, shall accrue at the default interest rate of 11.294 percent.

In order to secure the loan, AC Toms River executed and delivered to RCG a promissory note, mortgage on the Property, and security agreement. The terms of the loan agreement are incorporated into the mortgage. The mortgage provides that in the event of a default, RCG may make advances for the payment of taxes, insurance, and necessary expenses to preserve the security of the mortgage, and that such amounts advanced, together with interest, are to be added to the amount due on the mortgage debt and secured by the mortgage.

The loan agreement was also secured by an assignment of leases and rents from the Property. Amounts due under any lease agreement at the Property were to be paid into a "lockbox" to which defendants had access. However, the assignment provided that in the event of a default, RCG may revoke the

defendants' right to collect rent and become entitled to possession of all amounts in the "lockbox."

At the time the loan agreement, mortgage, and related documents were executed, Ringel executed a personal guarantee in which he absolutely and unconditionally guaranteed to RCG payment of all amounts due on the loan agreement, promissory note, and other loan documents. In addition, at that time, RCG and AC Toms River executed a \$180,000 mezzanine loan secured by AC Mezz's ownership interest in AC Toms River. Ringel also executed a personal guarantee of the mezzanine loan agreement.

Approximately two months after executing the loan agreement, AC Toms River defaulted by failing to make certain payments when due, including the monthly installments of principal and interest that became due up to and including January 13, 2012. Interest began accruing at the contract default rate. RCG sent defendants a default and acceleration letter. AC Toms River also defaulted on the mezzanine loan.

The Chancery Action.

On October 30, 2013, AC Toms River, AC Mezz, and AC Inv filed a complaint in the Chancery Division against RCG (Chancery Action). They alleged that RCG engaged in a series of bad faith and unfair acts to place the

loan agreement in default and seize control and ownership of the Property. Among the allegations was that RCG refused to use rental proceeds deposited in the "lockbox" to pay AC Toms River's monthly payments on the loan agreement. AC Toms River sought damages for breach of contract, an accounting, and restraints against RCG.

RCG filed an answer and counterclaim against AC Toms River, AC Mezz, and AC Inv, as well as a third-party complaint against Ringel in the Chancery Action. In addition to alleging breach of contract for failure to make timely payments under the loan agreements, RCG alleged that AC Toms River failed to compel some of its tenants to pay rent into the "lockbox" and instead retained those funds. RCG also alleged that after RCG took control of the Property because of the defaults, AC Toms River submitted invoices for services at the Property from an entity controlled by Ringel, but which did not provide services. RCG alleged that it paid those invoices while unaware of their false nature. RCG alleged the defendants, including Ringel, converted the amounts paid on the invoices, unjustly enriching themselves.

RCG sought an award of the outstanding amounts due on the loan agreement and mezzanine agreement, plus interest, costs, and attorney's fees. In addition, RCG alleged that the payments it made on the false invoices were

fraudulent transfers between AC Toms River and Ringel's entity and asked the court to void those transfers and return the funds to RCG.

The Foreclosure Action.

On June, 4, 2014, while the Chancery Action was pending, RCG filed a foreclosure complaint against AC Toms River and Ringel (the Foreclosure Action). RCG sought a judgment of foreclosure on the mortgage on the Property. AC Toms River and Ringel filed an answer and counterclaim, alleging RCG breached the loan agreement and the "lockbox" provisions of the loan documents.

The trial court later granted RCG's motion for summary judgment striking AC Toms River's and Ringel's answer, dismissing their counterclaims, and returning the matter to the Office of Foreclosure to proceed as uncontested.

RCG subsequently filed a motion for final judgment of \$21,671,142.88, plus attorney's fees, in the Foreclosure Action. AC Toms River and Ringel filed an objection to the final judgment application, resulting in a transfer of the matter to the Chancery Division as a contested matter.

On January 8, 2016, the trial court issued an oral opinion denying AC Toms River's and Ringel's objection to entry of the final foreclosure judgment. At 11:00 a.m., the trial court entered an order providing RCG was entitled to

judgment in the amount of \$21,856,701.80, plus attorney's fees, and returning the matter to the Office of Foreclosure as an uncontested matter.

At or about 11:39 a.m., Ringel directed an attorney to file a bankruptcy petition on behalf of AC Toms River, but not on behalf of Ringel. At 11:50 a.m., the Bankruptcy Court Clerk marked the AC Toms River bankruptcy petition "filed." The automatic bankruptcy stay took effect as a result of the filing. 11 U.S.C. § 362. AC Toms River thereafter informed RCG in writing that the stay precluded RCG "from continuing any action against [AC Toms River] that was commenced or could have been commenced prior to the Petition Date, including the foreclosure proceeding against the [Property]"

Also on January 8, 2016, at 12:01 p.m., the trial court in the Chancery Action entered an order granting summary judgment in favor of RCG and against Ringel individually in the amount of \$22,444,851.08, together with interest based on the contract default rate in the promissory note and loan agreement. The amount awarded included a judgment of \$565,097.42 for conversion of funds due to RCG, and a judgment of \$295,188.62 for the mezzanine loan.¹

¹ Although this judgment purportedly was also entered against AC Toms River in the amount of \$22,003,196.30, it was filed after AC Toms River filed its bankruptcy petition. It is, therefore, a nullity as to AC Toms River.

In accordance with the January 8, 2016 order in the Foreclosure Action, the foreclosure complaint was transferred back to the Office of Foreclosure. On February 20, 2016, the Office of Foreclosure issued a notice advising that the January 8, 2016 order fixed an amount due to RCG in excess of the total due in the schedule then on file with the office. The notice requested that the parties revise the schedule of the amount due. In response, RCG notified the Office of Foreclosure of AC Toms River's bankruptcy filing and that RCG was stayed from pursuing entry of final judgment. On February 23, 2016, the Office of Foreclosure recommended the denial of final judgment in the Foreclosure Action because of the bankruptcy filing.²

Resolution of the Bankruptcy Matter.

RCG filed a claim in AC Toms River's bankruptcy action. On or about September 14, 2017, the Property was sold pursuant to a Bankruptcy Court order. As a result of the sale, RCG received \$19,726,470.77, which was applied to interest, principal and other costs accrued under the loan agreement, including payments made by RCG from funds in the "lockbox" for maintenance of the

² The electronic case docket for the Foreclosure Action indicates that a judgment was filed on April 12, 2016. RCG disputes the accuracy of this data entry and no party has produced a document purporting to be a judgment dated April 12, 2016.

Property. RCG released its mortgage, discharged the lis pendens it had filed on the Property, and dismissed the Foreclosure Action at the time of the closing. RCG reserved its ability to pursue collection of the outstanding balance of the loan agreement from Ringel.

Post-Bankruptcy Proceedings.

On November 6, 2017, Ringel moved to vacate and discharge the January 8, 2016 order in the Foreclosure Action against Ringel individually and for entry of a warrant of satisfaction of judgment against Ringel in the Foreclosure Action. He argued that the amount received by RCG in the AC Toms River bankruptcy and from rents while the bankruptcy petition was pending satisfied the amount due under the loan agreement as memorialized in what he characterized as the January 8, 2016 "Final Judgment of Foreclosure." Ringel based his argument on a calculation of interest using the post-judgment interest rate in Rule 4:42-11, 2.25 percent for an initial period and 2.5 percent for a subsequent period, and not the contract default interest rate of 11.294 percent.

RCG opposed the motion on several grounds. First, it argued the motion was improperly filed in the Foreclosure Action instead of the Chancery Action, which is the matter in which a judgment was entered against Ringel for his personal liability for the outstanding balance of the loan agreement. RCG noted

the Chancery Action included a judgment against AC Mezz with respect to the mezzanine loan for which Ringel was also individually liable, and against him for the conversion of funds belonging to RCG. RCG suggested Ringel moved in the Foreclosure Action to avoid judicial scrutiny of these additional debts.

RCG also argued that no judgment was entered in the Foreclosure Action and the judgment against AC Toms River in the Chancery Action was entered after the bankruptcy petition was filed. As a result, RCG argued, the post-judgment interest rate did not apply to AC Toms River's outstanding debt on the loan agreement for which Ringel was personally liable. Instead, the contract default interest rate applied. According to RCG, when AC Toms River's outstanding debt, for which Ringel is personally liable, is calculated using the contract default interest rate, after application of the amount recovered by RCG in the AC Toms River bankruptcy, a total of \$5,390,380.58 remained outstanding on the loan agreement for which Ringel was individually responsible.³

On February 16, 2018, the trial court entered an order denying Ringel's motion without prejudice. The court scheduled a hearing to resolve all issues

³ RCG acknowledged that the post-judgment interest rate applies to the judgment against AC Mezz, which did not file a bankruptcy petition, and for which Ringel is also liable.

involving payments toward the Chancery Action judgment. The order includes the docket numbers of the Foreclosure Action and the Chancery Action.

Ringel subsequently moved for reconsideration of the February 16, 2018 order. He listed both the Foreclosure Action and the Chancery Action docket numbers on the notice of motion.

On April 12, 2018, the trial court signed an order denying Ringel's motion for reconsideration. The order is hand stamped "FILED Apr. 12 2018" and the eCourts-generated header on the order indicates it was uploaded to the electronic case jacket in the Foreclosure Action on April 12, 2018. The order states that the court's written statement of reasons for denying the motion is attached. The attached written statement of reasons, however, is dated October 16, 2018, six months after the date of the order. Confusingly, the October 16, 2018 statement of reasons also contains an eCourts-generated header indicating that it was uploaded to the electronic jacket in the Foreclosure Action on April 12, 2018. The conflicting dates on these documents is not explained in the record, although the parties appear to agree that the trial court did not issue its opinion until October 16, 2018.

On October 16, 2018, after a hearing and the parties' submission of stipulated facts, the trial court issued a written opinion denying Ringel's motion

for reconsideration of the February 16, 2018 order and rejecting his argument that his outstanding obligation to RCG on the loan agreement, as guarantor of AC Toms River's debt, should be calculated using the post-judgment interest rate. The court, instead, concluded that the contract default interest rate applies.

The court found that it was well established that once an answer in a foreclosure matter is stricken and legal disputes are resolved by a judge, the matter is returned to the Office of Foreclosure as uncontested. See R. 4:64-1(d)(3)-(4). The Office of Foreclosure is responsible for recommending the entry of judgments in uncontested foreclosure matters by a Superior Court judge designated by the Chief Justice. R. 1:34-6(a).

The trial court found that AC Toms River's and Ringel's answer in the Foreclosure Action was stricken, their counterclaims were dismissed, and, after the court made a determination of the amount due on the mortgage and promissory note, it returned the matter to the Office of Foreclosure to take the steps necessary for it to recommend entry of a judgment by the Superior Court. However, before such a recommendation was made and before a judgment was entered, AC Toms River filed a bankruptcy petition, triggering the automatic stay precluding entry of judgment in the Foreclosure Action.

The trial court rejected the argument that entry of the judgment in the Foreclosure Action at that point was a ministerial act that either the Office of Foreclosure should have undertaken despite the bankruptcy stay or RCG should have requested as relief from the stay. The court noted that entry of a judgment in a foreclosure action fixes the amount due, directs the sale of the property at issue, and causes the merger of the mortgage into the judgment. Entry of the judgment also has the effect, the court found, of triggering the post-judgment interest rate in place of the contract default interest rate that may be contained in the loan documents. The court concluded that in light of the significance of these consequences, entry of the judgment is not a ministerial act.

The court also found that the bankruptcy stay precluded entry of the judgment in the Foreclosure Action, given that 11 U.S.C. § 362 precluded any action in a State judicial proceeding to obtain the property of a debtor who has filed a bankruptcy petition. The court noted that AC Toms River did not seek relief from the stay to permit entry of a judgment to stop the running of interest at the contract default rate. To the contrary, the court found that "[i]t is clear that through [his] actions, [Ringel] intended the stay to apply when he left the courtroom to authorize the filing of the petition" prior to entry of the judgment.

The court also rejected Ringel's argument that RCG successfully took the position in the Bankruptcy Court that a judgment had been entered in the Foreclosure Action, precluding it from taking the contrary position here. The court found that RCG accurately argued in the Bankruptcy Court that the amount due on the mortgage and promissory note was decided in a "Foreclosure Order" in the Foreclosure Action, not in a judgment.

The court, therefore, concluded that the contract default interest rate applied to AC Toms River's outstanding debt on the loan agreement. Because Ringel guaranteed that debt, the amount of his obligation to RCG for the loan agreement also is subject to the contract default interest rate.

Ringel subsequently filed a notice of appeal bearing the docket number of the Foreclosure Action and challenging what he characterized as the October 16, 2018 judgment in that matter. He subsequently filed an amended notice of appeal, with leave of court, listing the docket number of both the Foreclosure Action and the Chancery Action, and identifying the following as being appealed: the January 8, 2016, February 16, 2018, and April 12, 2018 orders.⁴

⁴ We ordered the parties to submit supplemental briefs addressing whether, in light of the absence of a final judgment in the Foreclosure Action, Ringel's appeal was interlocutory. Our review of the record reveals that the Foreclosure Action was closed prior to entry of final judgment. In addition, the January 8,

While the appeal was pending, RCG transferred the promissory note, loan agreement, and guarantee to JDWC, LLC (JDWC). We subsequently granted JDWC's motion to intervene. Ringel makes the following arguments:

POINT I

THE TRIAL COURT ERRED BY RULING THAT CONTRACT INTEREST WAS APPROPRIATE BECAUSE THERE WAS NO FINAL JUDGMENT OF FORECLOSURE.

POINT II

THE TRIAL COURT ERRED BY RULING THAT ENTRY OF FINAL JUDGMENT IS NOT MINISTERIAL, AND THEREFORE COULD NOT BE

2016 order in the Chancery Action is interlocutory because although it established Ringel's outstanding debt on the loan agreement, the mezzanine loan, and for conversion as it existed at that time, to the extent that it purported to enter judgment against AC Toms River it is a nullity, because AC Toms River filed a bankruptcy petition before entry of the order. The order, therefore, does not resolve all issues as to all parties for purposes of establishing appellate jurisdiction. See Janicky v. Point Bay Fuel, Inc., 396 N.J. Super. 545, 549-50 (App. Div. 2007). The February 16, 2018 and April 12, 2018 orders in the Chancery Action address a motion to vacate the January 8, 2016 order and are, therefore, also interlocutory. RCG, however, released its claims against AC Toms River in the bankruptcy matter. Were we to decline to hear this appeal, the only procedural steps necessary in the Chancery Action to obtain a final judgment would be RCG's submission of a stipulation of dismissal of its claims against AC Toms River and the calculation of Ringel's outstanding individual debt, after which Ringel could file a notice of appeal. In the interests of justice and to avoid delay, we consider Ringel's amended notice of appeal to be a motion for leave to appeal from the Chancery Action orders it lists, which we grant nunc pro tunc. See Caggiano v. Fontoura, 354 N.J. Super. 111, 125 (App. Div. 2002).

ENTERED AFTER THE BANKRUPTCY STAY
TOOK EFFECT.

POINT III

THE TRIAL COURT ERRED BECAUSE RCG IS
JUDICIALLY ESTOPPED FROM ARGUING THAT
THERE WAS NO FINAL JUDGMENT IN THE
FORECLOSURE MATTER.

POINT IV

EQUITY DEMANDS THAT RINGEL NOT BE
FORCED TO PAY MILLIONS OF DOLLARS
BASED ON A CLERICAL ERROR INTERNAL TO
THE COURT AND MINUTE LEGAL
TECHNICALITIES.

POINT V

THE TRIAL COURT ERRED BY NOT VACATING
THE CHANCERY JUDGMENT AGAINST RINGEL,
INDIVIDUALLY, AS IT IS UNDISPUTED THAT IT
IS SUBJECT TO POST-JUDGMENT INTEREST AT
THE COURT RATE, AND RCG WAS FULLY PAID.

II.

Our review of a trial court's fact-finding is limited. Cesare v. Cesare, 154 N.J. 394, 411 (1998). We are bound by findings of fact that are supported by "adequate, substantial, credible evidence" in the record. Id. at 411-12. We review the trial court's legal conclusions de novo. Manalapan Realty, L.P. v. Twp. Comm., 140 N.J. 366, 378 (1995).

We have carefully reviewed Ringel's arguments in light of the record and applicable legal principles, and find no basis on which to disturb the trial court's orders. Post-judgment interest, at the rate set forth in the rule, applies to "judgments, awards and orders for the payment of money, taxed costs and attorney's fees" R. 4:42-11(a). The central question before us is whether a judgment was entered in the Foreclosure Action, so that the debt of AC Toms River, for which Ringel is individually responsible, accrued interest at the default contract rate or the post-judgment rate. If interest accrued at the default contract rate, the trial court did not err when it denied Ringel's motion to vacate the January 8, 2016 judgment in the Chancery Action and all orders on appeal will remain undisturbed.

"In real estate foreclosure actions, 'the final judgment . . . fixes the amount due under the mortgage and directs the sale of the real estate to raise funds to satisfy the amount due.'" Wells Fargo Bank, NA v. Garner, 416 N.J. Super. 520, 523 (App. Div. 2010) (quoting Eisen v. Kostakos, 116 N.J. Super. 358, 365 (App. Div. 1971)). While the January 8, 2016 order in the Foreclosure Action fixes the amount due on the mortgage and promissory note, it does not resolve the quantum of attorney's fees awarded to RCG, and does not direct the sale of the Property to satisfy AC Toms River's debt. The January 8, 2016 order,

therefore, did not resolve all issues as to all parties in the Foreclosure Action. "To be a final judgment, an order generally must 'dispose of all claims against all parties.'" Janicky, 396 N.J. Super. at 549-550 (quoting S.N. Golden Ests., Inc. v. Cont'l Cas. Co., 317 N.J. Super. 82, 87 (App. Div. 1998)).

To the contrary, the order states that the Foreclosure Action "shall be returned to the [F]oreclosure [U]nit and proceed as an uncontested matter." In an uncontested matter, the Foreclosure Unit is "responsible for recommending the entry of . . . judgments" R. 1:34-6(a). It has the authority to recommend entry of a final judgment by the Superior Court judge designated to carry out that responsibility by the Chief Justice. Before the Foreclosure Unit could recommend entry of judgment in the Foreclosure Action, AC Toms River filed a bankruptcy petition staying entry of any judicial order directing the sale of its property.

Given the undisputed facts with respect to the timing of the bankruptcy filing, the record suggests that AC Toms River acted deliberately, presumably to secure what it perceived to be an advantage from preventing entry of a judgment in the Foreclosure Action. Having elected to file its bankruptcy petition immediately after entry of the January 8, 2016 order but before entry of a judgment, AC Toms River effectively elected to have its debt to RCG continue

to accrue interest at the contract default rate. Ringel, as guarantor of AC Toms River's debt, is saddled with the consequences of AC Toms River's decision.

We find unpersuasive Ringel's argument that entry of a judgment by the Office of Foreclosure in an uncontested matter is a ministerial act, which the court should consider to have been effectuated prior to the filing of AC Toms River's bankruptcy petition. Before the Office of Foreclosure could recommend entry of a judgment by a Superior Court judge, it was necessary for it to calculate interest and costs that accrued since the matter was returned from the Superior Court and determine if the parties had agreed on the amount of attorney's fees to be awarded to RCG or whether that issue had to be returned to a Superior Court judge for resolution. A ministerial act can only be performed if there is a clear and definite right to the performance of the ministerial act. Switz v. Twp. of Middletown, 23 N.J. 580, 587-88 (1957). That was not the case here. Issues requiring the exercise of discretion remained unresolved.

In addition, the Foreclosure Office can only recommend entry of a judgment, the determination of whether that recommendation will be followed will be made by a Superior Court judge. R. 1:34-6. We do not view the Office of Foreclosure's responsibilities as mere formalities or its recommendation to enter judgment to be the equivalent of a judgment entered by the court. Entry

of a judgment in the Foreclosure Action, therefore, did not effectively take place and was barred by the bankruptcy stay. 11 U.S.C. § 362. See In re Last, 440 B.R. 642, 652 (Bankr. D.N.J. 2010) (recognizing "that simple and ministerial acts in litigation that occur post-filing do not constitute a continuation of the judicial proceeding in violation of the automatic stay.").

We agree with the trial court that while the January 8, 2016 judgment in the Chancery Action established Ringel's debt as it existed at that time, because it was filed after the bankruptcy petition, that judgment was a nullity as to AC Toms River. It did not, therefore, establish AC Toms River's debt to RCG, which continued to accrue interest at the contract default rate. Ringel's debt as the guarantor of AC Toms River's obligations under the loan agreement, therefore, also continued to accrue interest at the default contract rate. AC Toms River was able to secure the original loan from RCG only because Ringel guaranteed to be individually responsible for AC Toms River's debt, as determined by the terms of the contract he executed, in the event of default. It would be inequitable to RCG for the court to relieve Ringel of his personal obligations as guarantor because AC Toms River, an entity in which he held a beneficial interest, elected to file for bankruptcy.

We have reviewed Ringel's remaining arguments, including that JDWC, LLC is precluded by judicial estoppel from arguing that a judgment was not entered in the Foreclosure Action, and conclude they are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

The trial court did not err when it denied Ringel's motion to vacate the January 8, 2016 judgment in the Chancery Action establishing Ringel's individual liability for the outstanding debt on the loan agreement. His debt, when calculated at the contract default interest rate, was not satisfied in the AC Toms River bankruptcy. The orders on appeal are, therefore, affirmed. The matter is remanded to the trial court in the Chancery Action for further proceedings consistent with this opinion, including for a calculation of Ringel's outstanding debt on the loan agreement and related documents determined at the contract default rate of interest. We do not retain jurisdiction.

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



CLERK OF THE APPELLATE DIVISION