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OF THE COMMITTEE ON OPINIONS

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MONMOUTH COUNTY  
DOCKET NO. MON-C-30-25

MORRIS A. MISSRY, and  
THE MORRIS MISSRY 2015  
LIVING TRUST,

Plaintiffs,

v.

JONI MISSRY, and  
THE JONI MISSRY 2015  
LIVING TRUST,

Defendants.

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OPINION

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Decided March 20, 2026.

Davison Eastman Munoz Paone, P.A. (Christopher D. Olszak, Esq., appearing), attorneys for plaintiffs.

Edmund F. Fitterer, Jr., Esq., attorney for defendant Joni Missry.

Connell Foley LLP (Patrick J. Hughes, Esq., appearing), attorneys for defendants Eli S. Dweck and

Nicole Dweck, co-trustees of the Joni Missry 2015  
Living Trust.

FISHER, P.J.A.D. (t/a, retired on recall).

To transfer real property in New Jersey an owner must do so by deed, N.J.S.A. 46:3-13; transfer is “complete upon execution and delivery of the deed by the grantor, and acceptance of the deed by the grantee.” H.K. v. Dep’t of Human Servs., 184 N.J. 367, 382 (2005) (citing In re Estate of Lillis, 123 N.J. Super. 280, 285 (App. Div. 1973)). Those events, however, incorporate more than the mere physical acts of execution, delivery and acceptance: “If there is physical delivery without the requisite intent that the deed be presently effective as a conveyance of the grantor’s title, there is, in legal contemplation, no delivery.” H.K., 184 N.J. at 382 (quoting Dautel Builders v. Bor. of Franklin, 11 N.J. Tax 353, 357 (1990)); see also Campbell v. Heller, 36 N.J. Super. 361, 366-67 (Ch. Div. 1955) (Haneman, J.). Delivery may be shown by “[a]nything that clearly manifests the grantor’s intention that the deed become immediately operative and that the grantee become the owner of the estate purportedly conveyed,” H.K., 184 N.J. at 382 (quoting Dautel Builders, 11 N.J. Tax at 357), and the “deed does not need to be recorded . . . in order to pass title,” ibid. (citing Tobar Constr. Co. v. R.C.P. Assocs., 293 N.J. Super. 409, 413 (App. Div. 1996)). Putting all this in layperson’s terms, an owner may only transfer real property by deed; the act of conveyance occurs when the deed is executed,

delivered to and accepted by the recipient with the owner's intent to so convey the property; no recording with the county clerk is necessary for this purpose.

These general principles have a great bearing on the case at hand, a quiet-title action tried to the court without a jury on March 10, 11, and 12, 2026. A considerable amount of evidence was stipulated<sup>1</sup> and circles around a series of deeds executed by plaintiff Morris A. Missry, by which he purported to convey legal title to a Long Branch home in which he and his ex-wife, defendant Joni Missry,<sup>2</sup> resided together for part of the year over most of their lengthy married life.

There is no dispute that Morris alone held legal title to the Long Branch property when it was obtained in 2005. Of relevance is that Morris executed quitclaim deeds of his interest in the following chronological order:

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<sup>1</sup> At the trial's outset, counsel jointly presented a document entitled Stipulated Facts, which the court has marked as C-1, and 23 joint exhibits. As for those things that are disputed, the court heard the testimony of Morris Missry, Joni Missry, Chava Moskowitz, John G. DeSimone, Esq., Daniel Bensimon, Esq., Andree Braha (one of Morris's daughters from his first marriage), Valerie Rofe (another of Morris's daughters from his first marriage), and Eli Dweck (the husband of Joni's daughter from her first marriage). The record was closed with the parties' submission of written summations on March 19, 2026.

<sup>2</sup> Morris and Joni were married in 1991 and divorced by way of a Florida judgment on July 28, 2025 (C-1, ¶s 2, 28). The divorce action was commenced by Joni when, after 33 years of marriage, Morris told her he didn't want to reside with her any more; this occurred at a meeting ostensibly arranged by counsel or Morris's children that occurred at the Chabad of the Shore in West End at the end of June 2024 (C-1, ¶ 18).

- in favor of Joni on August 11, 2020;
- in favor of Joni and her living trust<sup>3</sup> on June 7, 2024;  
and
- in favor of Morris’s living trust on June 27, 2024.<sup>4</sup>

The first of these three deeds was never recorded in the county clerk’s office; a snapshot of it (C-1, ¶ 13) was, however, sent by Joni to the property’s homeowners’ association on August 14, 2020 (P-7), nearly four years before execution of the second and third deeds. The third deed was recorded on July 23, 2024 (C-1, ¶ 21), four days before the second was recorded (C-1, ¶ 22).

So, in determining the issue presented – who is the current holder of legal title to the Long Branch property?<sup>5</sup> – the court should, perhaps, start with a

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<sup>3</sup> Joni also was a grantor on this deed, thus giving credence to the pre-existence of the first deed. Put another way, why would Joni have been asked to sign this second deed unless she had something to convey?

<sup>4</sup> See C-1, ¶s 12, 16, 21.

<sup>5</sup> The court need not decide whether – before the first of these deeds – Joni possessed or acquired an equitable interest in the property because it was obtained in 2005 during the course of the marriage. One of the joint exhibits (P-1) is an antenuptial agreement executed by Morris and Joni in New York five days before their 1991 marriage ceremony. This document expresses their agreement that “any property acquired during the marriage in the name of one party . . . shall remain the separate property of the party acquiring such assets . . .” (P-1, ¶ 2.1). This case does not require that the court decide whether this provision is enforceable. The question for the court is whether the deed executed on August 11, 2020, or the deed executed in favor of Joni and her living trust on

comment about what this case doesn't appear to include. That is, while Morris is now 94 years old, and considerably older than Joni,<sup>6</sup> there is no contention that he was unduly influenced or under any constraint that would relieve him of his actions in the execution of any of the three deeds concerning the Long Branch property. Morris testified and, while he may have had some difficulties hearing, he clearly appeared to the court to be of sound mind, and he gave no indication of being susceptible to undue influence. His responses to questions during direct and cross-examination revealed he understood what was being asked of him, and he demonstrated that he was more than able to respond with whatever was on his mind without being led or influenced by anyone. In fact, he presented as a feisty witness, and, on more than one occasion during cross-examination, he put questions to the examiner and continued to insist that the examiner answer his questions despite being told the attorney wasn't required to answer his questions. That was how he appeared to the court at trial; there is nothing about the testimony or other evidence presented during the trial that would suggest or generate an inference that he was any less the strong

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June 7, 2024, gave her or gave her and her living trust legal title to the Long Branch property.

<sup>6</sup> There is a 25-year age difference.

personality on the dates the deeds were executed than he appeared on the witness stand on March 10, 2026.

Morris's argument in support of his claim that the 2020 deed transferring the Long Branch property to Joni did not convey title because he did not deliver the deed to her or at least not without the requisite intent is rejected. In response, Joni – although not in possession of the 2020 deed now (and, indeed, it appears that no one seems to know for sure what happened to the original 2020 deed) – contends that it was conveyed to her, that it was kept in their Long Branch residence with other important papers but now can no longer be found,<sup>7</sup> and that Morris did want her to have the property, explaining to her at their kitchen table in 2020 that he wanted her to have the Long Branch property, as he similarly expressed when he conveyed to her the Florida property in which they resided for slightly more than half of every year.<sup>8</sup>

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<sup>7</sup> The court does, however, find credible Joni's testimony that the Long Branch property was "ransacked" before she could get there from Florida in June 2024 (after, without announcement, Morris's children brought him to Long Branch from Florida, causing her to be concerned that he was kidnapped and causing her to contact police about those concerns). She testified about how when she arrived at the Long Branch home she found important papers removed from their usual location in the home; this court infers from this credible testimony that the 2020 deed was likely taken away by someone at that time.

<sup>8</sup> Morris made a similar conveyance to Joni of their Florida residence that also was titled only in his name (P-9). Title to that property is not in dispute here. The court believes from Joni's credible testimony that Morris took similar action

Turning to Morris's argument about delivery, the court is satisfied that the 2020 deed was delivered even though never recorded. Morris, after expressing his desire to convey title to her, a few days later gave her the deed and, as noted above, she placed it with other important papers. Joni certainly once had possession of the 2020 deed because the evidence reveals that she took a picture of it with her smart phone and forwarded that screenshot to the homeowners' association in Long Branch (P-7). Morris emphasizes the fact that this deed was never recorded. But, as H.K. makes clear, recordation isn't necessary to make such a conveyance. Moreover, Joni is a layperson and credibly testified that she did not know how or whether recordation should occur and that matters like that were left to Morris or his or their attorneys. The court would further add that while Joni was found credible regarding what Morris said to her, and what he did, in connection with the 2020 deed, Morris wasn't found credible on this same matter. His assertion that the deed was not delivered was his chosen mantra during his testimony to attempt to explain away the obvious consequence of what he had done; he repeatedly emphasized in his testimony the alleged lack of a delivery as if he had been told or somehow had come to understand that that was a necessary element which, if found missing, would negate the conveyance.

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with the Long Branch property because, due to their age difference, he wanted to ensure her future care.

He did not, however, refute that he signed the document, or that he did so voluntarily; so, the only arrows left in his quiver included the claim, which this court rejects as not being supported by credible evidence, that the deed was not delivered to Joni. The court finds Joni highly credible as to what occurred and concludes that Morris expressed his desire to convey to her the property and handed her a signed quitclaim deed to that effect.<sup>9</sup> All the elements – execution and delivery with the intent to convey – were presented and in a clear and convincing fashion. The court is utterly convinced that what Joni said is what actually happened.

One last point. Morris testified that he did not have the requisite intent to convey the property by way of the 2020 deed. He claimed that he, in essence, had the deed prepared and signed it because he was concerned about a potential lawsuit against him and was desirous of keeping that asset away from this claimant. Putting aside what the court might think of an avoidance of the intent to make a gift through an allegation that the conveyance was illicitly made to defraud a creditor or claimant, see, e.g., N.J.S.A. 25:2-25; *Motorworld, Inc. v. Benkendorf*, 228 N.J. 311 (2017), the court simply finds that this testimony is not credible. Morris testified, as did two of his children and Chava Moskowitz,

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<sup>9</sup> This was also corroborated by Eli Dweck’s credible testimony that Morris had mentioned to him in August 2020 that he had conveyed title to the Long Branch property to Joni.

who played a large role in Morris's business, yet not one of them identified this mysterious claimant who allegedly posed an existential threat to Morris's assets or the circumstances that were so dire or concerning as to have driven Morris to commit the fraudulent act of parking this asset in his wife's name while crossing his fingers behind his back. The court finds that this story was concocted by Morris as a means for attempting to undo his conveyance of the Long Branch property to Joni, and that it is unworthy of being credited by this court of conscience.

Even if the court were to find otherwise about the 2020 deed, the court is persuaded that Morris conveyed what remained of his legal title to the Long Branch property with the second quitclaim deed, which Morris and Joni both executed on June 7, 2024. The document was witnessed and notarized and the deed forwarded to counsel for recording soon thereafter. The mere fact of Morris signing and the document being pushed across a table to be signed by Joni was enough to constitute delivery, and the court may (and does) infer from all this that it was Morris's intent to convey legal title in the property to Joni and her living trust. That Morris may have – twenty days later – ostensibly had the same intent when he signed another quitclaim deed for the benefit of his living trust

is of no moment. He had nothing left to convey; he had already signed and delivered a quitclaim deed in favor of Joni twenty days earlier.<sup>10</sup>

And, to repeat, it may be true that the last of the quitclaim deeds (the one that benefited Morris's living trust) was the first to be recorded – that's an indisputable fact, as the parties have stipulated – but that has no bearing on the position championed by Joni and her living trust.<sup>11</sup> While the sequence of recording – New Jersey being a race-notice jurisdiction, see Cox v. RKA Corp., 164 N.J. 487, 496 (2000) – may have had an impact on unaware creditors and the rest of the world, it does not, as H.K. makes clear, have any impact on the dispute between and among these parties. That is, the Recording Act, N.J.S.A. 46:26A-1 to -12, declares that “any recorded document affecting the title to real property is, from the time of recording, notice to all subsequent purchasers,

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<sup>10</sup> None of this is belied by the undisputed facts that Morris continued to pay the bills generated by the Long Branch property after the conveyances to Joni or her living trust. He did the same with the Florida property after conveying it to her, and the nature of the marital partnership itself – that Morris was the breadwinner and paid all the bills – meant that it was not inconsistent with the change in title for Morris to continue to pay those bills.

<sup>11</sup> The court notes that neither Joni nor the trustees of her living trust have asserted any affirmative claims here. Notwithstanding that circumstance, the claims of Morris and the trustees of his living trust have placed front and center before this court the question the identity of the true holder of legal title. And so, even though not pleaded, Joni and the trustees of her living trust have asserted their entitlement to legal title to the Long Branch property, and it may be said that their claims were tried by consent.

mortgagees and judgment creditors of the execution of the document recorded and its contents.” N.J.S.A. 46:26A-12(a). Ostensibly asserting they are “purchasers” within the meaning or intent of the Recording Act, even though the conveyance is alleged to be a gift from Morris, the court must consider whether their claim to title is “not . . . subject to the effect of a document that was later recorded,” i.e., the first or second quitclaim deeds in Joni’s favor, or “unless the claimant,” i.e., Morris or his living trust, “was on notice of the later recorded or unrecorded document.” N.J.S.A. 46:26A-12(b). Of relevance as well is this statute’s third provision, which declares that a deed

shall be of no effect against subsequent judgment creditors without notice, and against subsequent bona fide purchasers and mortgagees for valuable consideration without notice and whose conveyance or mortgage is recorded, unless that conveyance is evidenced by a document that is first recorded.

[N.J.S.A. 46:26A-12(c) (emphasis added).]

In quoting this provision in their post-trial brief, Morris and his living trust conveniently – and disconcertingly – leave out the portion emphasized above, replacing it with an ellipsis as if the statute declared that a deed “shall be of no effect . . . unless that conveyance is evidenced by a document that is first recorded.” See Pb at 6.

Putting all this into the present context, plaintiffs claim the earlier deeds in favor of Joni or her living trust have no impact on Morris’s living trust’s claim

to title because the last of the three deeds was recorded first. As already mentioned, the Supreme Court has declared that arguments about recording are ineffective in determining the passing of title, and that recordation of a deed “serves to protect creditors.” H.K., 184 N.J. at 382. To be sure, the failure of Joni or her living trust or both to record their deeds sooner than Morris’s living trust recorded its deed, as Judge Pressler cogently expressed it in Siligato v. State, 268 N.J. Super. 21, 28 (App. Div. 1993), subjected Joni’s and her living trust’s position “to potential divestment by a subsequent bona fide grantee without notice.” That is, the race-notice qualities of the Recording Act pose a risk to a grantee who doesn’t promptly pursue recordation. But that risk isn’t posed when the subsequent grantee is not “bona fide” or when that grantee had knowledge of the prior unrecorded deed. And it is here where the claim of Morris’s living trust to a superior right to the Long Branch property clearly and convincingly fails. The court finds, through the inferences that persuasively and credibly flow from the facts, that Morris was spirited away by his children from Florida, and from the company of Joni, to New Jersey and almost immediately thereafter executed a quitclaim deed in their favor after having executed one in Joni’s favor in Florida twenty days earlier. The court doesn’t know exactly what transpired between Morris and his children but the court is satisfied from these circumstances that Morris’s children likely learned of the earlier transaction in

favor of Joni and her living trust and sought to regain an interest in the property that Morris had already conveyed by recording their deed more quickly than Joni or her living trust could record theirs.<sup>12</sup> Because of some minor deficiency in the submission to the county clerk of the latter, the deed to Morris's living trust did, without question, get recorded first. But his living trust was not a bona fide purchaser or grantee that the Recording Act was intended to protect. The order of recordation – vis a vis these parties – is of no moment. Indeed, to conclude otherwise would produce an inequitable result. It would allow Morris and those acting in concert with him to hoodwink Morris's wife of 33 years by endorsing his conveyance of something he no longer possessed.

While the Court in Palamarg Realty Co. v. Rehac, 80 N.J. 446, 453 (1979) directed the lower courts to decide “question[s] of title . . . in the way that will best support and maintain the integrity of the recording system,” it qualified that admonishment with the comment that it was only “[g]enerally speaking”; moreover, the Court recognized that this preference should apply “absent any

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<sup>12</sup> Considering the orchestration that occurred after Morris was brought to Long Branch – the presence of an attorney, the use of the Chabad down the street, the quick preparation of a deed, and the changes to the living trust, all preceding the subsequent confrontation with Joni – Morris's wife of 33 years so quickly discarded – reveals to this court a concerted effort to undo what Morris and his children knew he had done. The court does not credit the convenient testimony of Morris's two daughters that they did not become aware of Joni's quitclaim deed until months later, as well as Chava's similar testimony.

unusual equity.” The equities here clearly and convincingly favor a disregarding of the fact that the last of the quitclaim deeds was recorded first because recordation here had no impact on “bona fide” strangers who may have taken an interest in the property after the earlier unrecorded conveyance.

This was a family matter; Morris and those who aided and assisted him, should not be rewarded by Morris’s inequitable act of attempting to convey to others what he had already conveyed to his wife. Morris knew what he was doing in executing and delivering the two earlier deeds and he had knowledge of those deeds and his earlier actions when he purported to convey what he no longer possessed to his living trust. His inequitable conduct should not be rewarded or countenanced; that Morris’s living trust won a race to the county clerk when Joni didn’t even know the starting gun had gone off should not lead to this court’s pronouncement of Morris’s living trust as the race’s winner. That race was, in fact, irrelevant because the Recording Act’s intent is to protect strangers, not insiders. A court of conscience should never endorse such perfidy and inequitable conduct.

Counsel for Joni or her living trust may submit, pursuant to the five-day rule, an appropriate judgment quieting legal title in favor of Joni and dismissing the claim against her of slander of title.