



**FORECLOSURE  
CASE INFORMATION STATEMENT  
(FCIS)**

Use for Initial Chancery Division - General Equity  
foreclosure pleadings (not motions) under Rule 4:5-1.  
Pleading will be rejected for filing, under Rule 1:5-6 (c),  
if information is not furnished or if attorney's  
signature is not affixed.

**FOR USE BY CLERK'S OFFICE ONLY**

PAYMENT TYPE:	CK (CG) CA
CHG/CK NO.	11375D
AMOUNT:	200
OVERPAYMENT:	-
BATCH NUMBER:	09
BATCH DATE:	

**SECTION A: TO BE COMPLETED BY ALL PARTIES**

<b>CAPTION</b> Wells Fargo Bank, NA VS. HARMONY B. HEFFERNAN, et al.	<b>COUNTY OF VENUE</b> MONMOUTH
<b>NAME OF FILING PARTY (e.g., John Doe, Plaintiff)</b> Wells Fargo Bank, NA	<b>DOCKET NUMBER (When available)</b> F- 47560-09
<b>ATTORNEY NAME (IF APPLICABLE)</b> Leonard B. Zucker, Esq. XFZ-128489	<b>DOCUMENT TYPE</b> X COMPLAINT      ANSWER      OTHER
<b>FIRM NAME (if applicable)</b> Zucker, Goldberg & Ackerman, LLC	
<b>MAILING ADDRESS</b> 200 Sheffield Street, Suite 301 Mountainside, NJ 07092	<b>TELEPHONE NUMBER</b> (908)233-8500

**SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT**

<b>FORECLOSURE CASE TYPE NUMBER</b>	<b>IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L. 2009 c.84 AND P.L. 2008, c.127</b>
088 IN PERSONAM TAX FORECLOSURE	X YES      NO
089 IN REM TAX FORECLOSURE	
X 0RF RESIDENTIAL MORTGAGE FORECLOSURE	PURCHASE MONEY MORTGAGE      X YES      NO
0CF COMMERCIAL MORTGAGE FORECLOSURE	RELATED PENDING CASE      YES      X NO
0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE	IF YES, LIST DOCKET NUMBERS:
091 STRICT FORECLOSURE	
0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)	
<b>FULL PHYSICAL STREET ADDRESS OF PROPERTY:</b> 74 Davis Lane, Middletown, NJ 07748	<b>MUNICIPALITY CODE (*)</b> 1331
<b>ZIP CODE:</b> 07748 <b>COUNTY:</b> MONMOUTH	<b>MUNICIPAL BLOCK:</b> 1018
	<b>(LOTS):</b> 3

**ALL FILING PARTIES MUST SIGN AND PRINT NAME(S) AND DATE THE FORM BELOW**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

<b>ATTORNEY/SELF REPRESENTED SIGNATURE</b> 	<b>PRINT ATTORNEY/SELF REPRESENTED NAME</b> Leonard B. Zucker	<b>DATE</b> September 1, 2009
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\*See reverse side for Municipality Codes  
Revised Effective 9/2009, CN 10169

**RECEIVED**  
SEP 02 2009  
SUPERIOR COURT  
CLERK'S OFFICE

XFZ 128489/dsa  
ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, New Jersey 07092-0024  
1-908-233-8500

**FILED:**

**FILED**

SEP 02 2009

SUPERIOR COURT  
CLERK'S OFFICE

F D

Wells Fargo Bank, NA  
Plaintiff,

vs.

HARMONY B. HEFFERNAN, his heirs,  
devises, and personal representatives, and his,  
their or any of their successors in right, title and  
interest; MRS. HEFFERNAN, WIFE OF  
HARMONY B. HEFFERNAN; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC. AS NOMINEE FOR COUNTRYWIDE  
BANK, FSB; SLM FINANCIAL  
CORPORATION;

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MONMOUTH COUNTY  
DOCKET NO. F-47560-09

Civil Action

**COMPLAINT  
FOR  
FORECLOSURE**

Wells Fargo Bank, NA, (hereinafter "plaintiff"), through its servicing agent located  
at 3476 STATEVIEW BLVD., MAC # X7801-013, FT. MILL, SC 29715, hereby says:

**FIRST COUNT**

1. On 11/16/2006, Harmony B. Heffernan executed to Wells Fargo Bank, N.A. a Note (hereinafter "Note") securing the sum of \$316,040.00, payable on 12/01/2036 with the initial interest rate of 5.7500% per annum.

2. To secure the payment of the Note, Harmony B. Heffernan, a single person, executed to Wells Fargo Bank, NA, a Mortgage (hereinafter "Mortgage") dated 11/16/2006, and thereby mortgaged to Wells Fargo Bank, NA in fee the land hereinafter described (hereinafter "Mortgaged Premises"). Said Mortgage was duly recorded on 11/30/2006, in the OFFICE OF THE CLERK OF MONMOUTH COUNTY, in Mortgage Book OR-8611, Page 3435. The Mortgage is a Purchase Money Mortgage.

3. The legal description of the Mortgaged Premises is described on the Schedule annexed hereto and made a part hereof.

**SCHEDULE A- Legal Description**

ALL the following described property located in the Township of Middletown, County of Monmouth, State of New Jersey:

COMMONLY known as 74 Davis Lane, Middletown, NJ 07748.

BEING also known as Lot 3, Block 1018 on the tax map of the Township of Middletown.

DIMENSION: APPROXIMATELY 100 x 55

NEAREST CROSS STREET: Situate on the Westerly side of David Lane approximately 670 feet Northerly from the intersection of the Northerly side of West Front Street.

The following is a metes and bounds legal description as found in the Mortgage:

Beginning at a point along the westerly line of Davis Lane (as now widened), northerly 670.41' from the intersection of the northerly line of West Front Street with the westerly line of Davis Lane and thence,

1. S. 74 degrees 55 minutes 00 seconds W. 100.00' to a point and thence,
2. N. 15 degrees 05 minutes 00 seconds W. 55.00' to a pipe and thence,
3. N. 74 degrees 55 minutes 00 seconds E. 100.00' to a point along the westerly line of Davis Lane and thence,
4. Along the westerly line of Davis Lane, S. 15 degrees 05 minutes 00 seconds E. 55.00' to the point or place of beginning.

The above described lands are known as Lot 3 in Block 1018 as shown on the current Official Tax Maps of the Township of Middletown. Premises also known as Lot 27 as shown on a certain map entitled "Davis Park - River Plaza" filed in the Monmouth County Clerk's/Register's office on 11-9-1950 as Case No. 5-25.

Premises more commonly known as 74 Davis Lane.

The above description is in accordance with a survey prepared by Brunswick Surveying, Inc. dated 11/13/2006 as File No. 2388-06.

4. The Note and Mortgage have been assigned as follows:

NONE

5. The Note contained an agreement that if any installment payment should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, fees, costs and advances, should, at the option of plaintiff or its representatives or assigns, become immediately due and payable.

6. The obligor(s) has/have failed to make the installment payment due on 04/01/2009, and all payments becoming due thereafter. Therefore the loan has been in default since on or about 05/01/2009.

7. As a result of said default, plaintiff hereby elects and declares that the whole unpaid principal sum due on the Note and Mortgage, along with all unpaid interest, advances, fees and costs, shall be accelerated and is now due and payable.

8. The Note and Mortgage do not contain a prepayment penalty.

9. The following defendants are joined herein because they are either the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises, or because they are the holder of a legal and equitable interest in the Mortgaged Premises which is subordinate to plaintiff's Mortgage lien.

9a. Title to the property passed to HARMONY B. HEFFERNAN, and he executed the note and mortgage as a single person. MRS. HEFFERNAN, WIFE OF HARMONY B. HEFFERNAN has no vested ownership interest in the property, and title to the property is not in her name nor did she execute plaintiff's note and mortgage. MRS. HEFFERNAN, WIFE OF HARMONY B. HEFFERNAN is joined as a party defendant to this foreclosure action as the wife of HARMONY B. HEFFERNAN for any interest she may have in the property, including her marital and/or possessory interests. Plaintiff's mortgage is a purchase money mortgage and the interest of MRS. HEFFERNAN, WIFE OF HARMONY B. HEFFERNAN is subordinate to plaintiff's mortgage.

9b. On 04/09/2007 Harmony B. Heffernan, an unmarried man mortgaged the premises being foreclosed herein to **Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB** to secure the sum of \$30,000.00, which mortgage was recorded 05/01/2007 in Book OR-8648 of Mortgages for Monmouth County, Page 63.

9c. On 11/09/2007 Harmony B. Heffernan mortgaged the premises being foreclosed herein to **SLM Financial Corporation** to secure the sum of \$7,454.00, which mortgage was recorded 12/14/2007 in Book OR-8693 of Mortgages for Monmouth County, Page 3758.

10. The following defendants are joined herein because they are the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises which has been paid in full but have not been discharged of record.

NONE

11. In the event plaintiff is unable to determine the present whereabouts of defendants, HARMONY B. HEFFERNAN, or ascertain if he is presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

HARMONY B. HEFFERNAN, and each of his heirs, devisees and personal representatives, and his or any of their successors in right, title and interest.

12. Pursuant to the terms of the Note and Mortgage, plaintiff (or its predecessors, successors or servicing agent), reserved the right to pay taxes, municipal charges, or other liens affecting the Mortgaged Premises, which charges or liens are superior to the lien of the Mortgage. When paid by plaintiff (or its predecessors, successors, or servicing agent), these taxes, municipal charges, or other liens, together with interest thereon, are to be added to the amount due plaintiff, whether such advances were made prior to the filing of this action or during its pendency.

13. Plaintiff has complied with the Fair Foreclosure Act N.J.S.A. 2A:50-53, et seq., by serving the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the Mortgage;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the Mortgaged Premises;
- (c) Directing that plaintiff be paid the amount due as provided in the Mortgage, together with interest, fees, costs and advances;
- (d) Adjudging that the Mortgaged Premises be sold according to law to satisfy the amount due to plaintiff on the Mortgage; and
- (e) Appointing a receiver of the rents, issues and profits of the Mortgaged Premises.

#### SECOND COUNT

1. Plaintiff hereby repeats, re-alleges, and incorporates the allegations set forth in the First Count of the Complaint, as if set forth herein at length.

2. By the terms of the Note and Mortgage, plaintiff is entitled to possession of the Mortgaged Premises and all appurtenances.

3. The Mortgagor(s) and Obligor(s) named herein has or may claim to have certain rights in the Mortgaged Premises, and by reason thereof, has or have deprived plaintiff of possession of the Mortgaged Premises.

WHEREFORE, plaintiff demands judgment against the defendants, except those protected by N.J.S.A. 2A:18-61.1, et. seq.:

- (a) for possession of the Mortgaged Premises in favor of plaintiff or its assignee or designee, which right to possession shall be transferred to the successful purchaser at the foreclosure sale;
- (b) for costs.

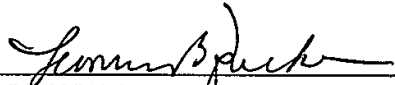
CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of my knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

CERTIFICATION PURSUANT TO RULE 4:64-1(a) AND RULE 1:5-6(c)(1)(E)

I hereby certify that a title search of the public record has been received and reviewed prior to the filing of this action.

ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff

By:   
LEONARD B. ZUCKER  
MEMBER OF THE FIRM

DATED: September 1, 2009



NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the act),  
15 U.S.C. SECTION 1601 AS AMENDED

**THIS IS AN ATTEMPT TO COLLECT A  
DEBT. ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**

1. The amount due on the debt, as of 08/20/2009, is the sum of \$317,908.94. This sum does not include foreclosure fees and costs or any payments received or advances made after that date.

2. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage and note, will be assumed to be valid by the creditor's law firm, unless debtors, within thirty (30) days after receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.

3. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

4. If the creditor who is named as plaintiff in the attached summons and complaint, is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.

5. Written request should be addressed to ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 Sheffield Street, Suite 301, P.O. Box 1024, Mountainside, New Jersey 07092-0024. Please refer to our file number, which is XFZ 128489.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**