

PLUESE, BECKER & SALTZMAN, LLC

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Attorneys for Plaintiff

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File Number: 101374 SE

THE BANK OF NEW YORK MELLON FKA BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC. ALTERNATIVE LOAN TRUST 2005-J11 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES-2005-J11	:	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION OCEAN COUNTY DOCKET NO. F-
PLAINTIFF,	:	CIVIL ACTION
v.	:	COMPLAINT

ROBERT ONOFRIETTI AND STACY L. ONOFRIETTI, HUSBAND AND WIFE ; JOHN DOE AND JANE DOE 1-10 (NAMES BEING FICTITIOUS) TENANTS / OCCUPANTS; DEBORAH ONOFRIETTI; JOHN R. DEMASI

DEFENDANTS

The Bank of New York Mellon fka Bank of New York as Trustee for the Certificateholders of the CWALT, Inc. Alternative Loan Trust 2005-J11 Mortgage Pass-Through Certificates, Series-2005-J11, having its principal place of business at c/o NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing 55 Beattie Place, Suite 100, Greenville, SC 29601, the Plaintiff in the above-entitled cause, states the following by way of Complaint:

FIRST COUNT

Pursuant to N.J. Ct R. 4: 64-1(B), Plaintiff respectfully alleges the following:

1. Identity of Parties to the subject loan transaction.

1.a. The Defendant(s)/Obligor(s) is(are): Robert Onofrietti and Stacy L. Onofrietti.

1.b. The Defendant(s)/Mortgagor(s) is(are): Robert Onofrietti and Stacy L. Onofrietti.

1.c. The Obligee/Mortgagee is: Mortgage Now, Inc./Mortgage Electronic Registration Systems, Inc as nominee for Mortgage Now, Inc.

1.d. The original interest rate is: 6.625%.

2. The amount of the Debt.

The original principal amount of the debt (the "Debt") secured by the subject mortgage (the "Mortgage") was: \$605,000.00.

3. The dates of execution of the Debt instrument and Mortgage.

The date of execution of the Debt Instrument is: July 14, 2005.

The date of execution of the Mortgage is: July 14, 2005.

4. Recording information.

4.a. The date upon which the Mortgage was recorded is: July 22, 2005.

4.b. The Mortgage was recorded in the County of: Ocean.

4.c. The Mortgage was recorded at the following location: Book 12725, at Page: 370.

5. Status as Purchase Money Mortgage.

The status of the Mortgage is indicated as follows:

The Mortgage is not a purchase money mortgage.

5.a. On February 25, 2010, a Loan Modification Agreement was made between Robert Onofrietti and Stacy L. Onofrietti and BAC Home Loans Servicing, LP (Lender) which changed the principal balance to \$688,264.92, effective on May 1, 2010. Interest will be charged at the rate of 3.000 for the first and second year with a monthly principal and interest payment of \$3,235.00, 4.000% for the third and fourth year with a monthly principal and interest payment of \$3,579.19, 5.000% for the fifth year with a monthly principal and interest payment of \$3,916.14 until the maturity date of August 1, 2035. Said Modification was recorded December 21, 2011 in Book 15060, Page 1997.

5.b. Effective March 1, 2012, a Loan Modification Agreement was made between Robert Onofrietti and Stacy L. Onofrietti and Bank of America, N.A. (Lender) which changed the principal balance to \$695,234.97 and changed the interest rate to 2.000% for the first five years, 3.000% for the sixth year, 3.875% for the seventh year and until the maturity date of August 1, 2035.

5.c. Effective on March 1, 2015, a Loan Modification Agreement was made between Robert Onofrietti and Stacy Onofrietti and Shellpoint Mortgage Servicing (Shellpoint) which changed the principal balance to \$756,790.79. \$239,300.00 of the "New Principal Balance" shall be deferred (the "Deferred Principal Balance") and the Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$517,490.79. Interest will be charged at the yearly rate of 3.25% with a monthly principal and interest payment of \$1,927.87 until the maturity date of October 1, 2035. Upon information and belief, Stacy Onofrietti ” and “Stacy L. Onofrietti ” are one and the same person.

6. Terms of Mortgage; Default.

The Mortgage contained the Parties' agreement that if any installment payment of interest and principal, taxes and/or insurance premiums should remain unpaid for 30 days after the same shall fall due, the whole principal sum, together with all unpaid interest and any other charges, should at the option of the Mortgagee, their servicing agent, representatives and/or assigns, become immediately due and payable. Other terms and conditions of the contracts evidencing the Parties' agreement, all of which are incorporated herein by reference, provide for remedies including without limitation, obligations regarding late charges and default interest, as applicable. Defendant(s)/Mortgagor(s) have defaulted upon the obligations of the Mortgage by failing to maintain regular monthly payments thereunder and/or otherwise breaching the covenants and/or conditions thereof.

7. Default Date.

The default date (the “Default Date”) is: October 1, 2018.

8. Acceleration.

By reason of the Defendant's(s') default, Plaintiff exercised the contractual right, provided for by the Mortgage, to accelerate the Debt.

9. Pre-Payment Penalty.

A pre-Payment Penalty is applicable.

10. Assignment(s) of Mortgage.

The Mortgage was assigned as follows:

By written Assignment dated September 12, 2011, Mortgage Electronic Registration Systems, Inc as nominee for Mortgage Now, Inc. assigned its Mortgage and Bond/Note to The Bank of New York Mellon fka Bank of New York as Trustee for the Certificateholders of the CWALT, Inc. Alternative Loan Trust 2005-J11 Mortgage Pass-Through Certificates, Series-2005-J11 Mortgage Pass-Through Certificates, Series-2005-J11, which was recorded on September 16, 2011 in Book 14974 at Page 1380.

11. Identity(ies) of Defendant(s) Holding Subordinate Interests.

The following Party(ies) hold(s) interest(s) and/or instrument(s) appearing of record which affect or may affect the hereinafter described Mortgaged Property, all of which interests and/or instruments appear to be subordinate to the lien of the Mortgage:

11.a. John Doe and Jane Doe 1-10 (names being fictitious), Tenants/Occupants are joined as additional Party(ies) Defendant to this foreclosure action because he/she/they are occupants in possession of part of the Mortgaged Property and for, without limitation, any lien encumbering, claim or interest, possessory or otherwise, he/she/they may have in, to, or against the Mortgaged Property. No demand for possession will be made against any occupant protected by the provisions of the New Jersey Eviction for Cause Act, N.J.S.A. 2A:18-61. et seq.

11.b. Deborah Onofrietti is joined herein as a party Defendant to foreclose any interest they may have in the Mortgaged Property, including without limitation by reason of their interest in the mortgaged premises arising from the Judgment(s) and/or Lien(s) described in the annexed Schedule "B."

11.c. John R. Demasi is joined herein as a party Defendant to foreclose any interest they may have in the Mortgaged Property, including without limitation by reason of their interest in the mortgaged premises arising from the Judgment(s) and/or Lien(s) described in the annexed Schedule "C."

12. Description of the Mortgaged Property.

The Mortgaged Property (the "Mortgaged Property") is described as follows:

12.a. The street address is: 233 Medjay Lane, Dover Township n (Toms River), NJ
08755

12.b. Lot 45.14 Block 298

12.c. The "filed map" description as contained in the recorded Mortgage is annexed hereto as Schedule A.

13. Compliance with the Fair Foreclosure Act.

Plaintiff has complied with the pre-filing notice requirements of the Fair Foreclosure Act.

14. Pursuant to the terms of the Mortgage, the Mortgagee reserved the right to pay taxes or other liens affecting the Mortgaged Property, which liens are superior to the lien of the Mortgage and which liens, when paid by the Mortgagee, Assignee, or their servicing agent, together with interest thereon if/as provided for by the Mortgage, are to be added to the amount due on the Debt Instrument and Mortgage. The Mortgagee and/or their servicing agent may be required to pay such liens during the pendency of this action and, if so, then such disbursements become integral to the Debt secured by the Mortgage.

15. Any interest in or lien encumbering the Mortgaged Property, held by the previously identified Parties Defendant are subject and subordinate to the lien of the Mortgage.

WHEREFORE, the Plaintiff respectfully requests Judgment:

- (a) Fixing the amount due on the Mortgage;
- (b) Debarring and foreclosing the Defendants of all equity of redemption in and to the Mortgaged Property described in Paragraph 12 above;
- (c) Directing that the Plaintiff be paid the amount due on Mortgage together with all subsequent municipal liens paid, interest and costs, and any other sums allowed by applicable law, together with interest thereon and costs.
- (d) Adjudging that the Mortgaged Property be sold according to law to satisfy the amount due to Plaintiff on the Mortgage;
- (e) Appointing a Receiver of Rents, Issues and Profits of the Mortgage Property.

SECOND COUNT

1. Plaintiff respectfully incorporates herein the contents of Count One as if fully set forth herein.
2. On the previously specified Default Date, the Plaintiff, pursuant to the terms of the Debt Instrument and Mortgage, became entitled to possession of the Mortgaged Property.
3. The previously identified Parties Defendant have or may claim to have certain rights in the Mortgaged Property and by reason thereof have since the Default Date deprived the Plaintiff herein of possession of the Mortgaged Property.

WHEREFORE, the Plaintiff respectfully requests Judgment against the Defendants:

- (a) for possession of the Mortgaged Property in favor of Plaintiff, their Assignee or any purchaser at Sheriff's Sale;
- (b) for damages, including mesne profits;
- (c) for costs.

PLUESE, BECKER & SALTZMAN, LLC

By: 

Sanford J. Becker, Esquire

DATED: May 6, 2019

Notice Pursuant to the Fair Debt Collection Practices Act
To the extent the Act may apply, please be advised that:
This is an attempt to collect a debt;
Any information obtained will be used for that purpose.

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Dover, County of Ocean State of New Jersey;

BEING known and designated as Lot No. 45.14 in Block 298 as shown on a certain map entitled "Final Plat Major Subdivision Lots 45 & 46 Block 298, Dover Township, Ocean County, New Jersey" dated July 8, 1987 and filed in the Ocean County Clerk's Office on January 31, 1990 as Map No. G-2266.

NOTE: Being Lot(s) 45.14, Block 298, Tax Map of the Township of Dover, County of Ocean.

NOTE: Tax Lot and Block references are shown for informational purposes only.

SCHEDULE A

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-133089-2017 ACTION TYPE: CONTRACT-OTHER
CASE NUMBER: L 002648 17 VENUE: ESSEX
ENTERED: 08/14/2017
SIGNED: 08/14/2017

CREDITOR(S): AWARD: \$75,448.36
DEBORAH ONOFRIETTI
ATTORNEY: RABNER BAUMGART BEN- ASHER & N I

DEBTOR(S):
ROBERT ONOFRIETTI
(No Address)

NOTE: INCL ATTY FEES AND COSTS

* * * End of Abstract * * *

SCHEDULE B

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	DJ-023925-2017	ACTION TYPE:	CONTRC-REG
CASE NUMBER:	DC 003171 16	VENUE:	OCEAN
DOCKETED:	02/16/2017		

CREDITOR(S):	AWARD:	\$5,112.00
JOHN R DEMASI		
153 39TH ST SOUTH, BRIGANTINE, NJ 08203-0000		
ATTORNEY: HOWARD Z. KANOWITZ		

DEBTOR(S):
ROB ONOPRIETTI
233 MEDJAY LANE, TOMS RIVER, NJ 08755-0000
ATTORNEY: PRO SE

NOTE: AMOUNT DOCKETED IN SUPERIOR COURT, ADDL \$\$ MAY APPLY.

* * * End of Abstract * * *

SCHEDULE C

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1692, et seq.**

To the extent the act may apply, please be advised of the following:

1. The amount of the original debt is stated in paragraph two of the Complaint attached hereto.
2. The Plaintiff who is named in the attached Summons and Complaint is the Creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the subject mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the Debtor notifies the Creditor's law firm within thirty 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.
5. If the Creditor who is named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the Debtor makes a 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.
6. Requests should be addressed to Pluese, Becker & Saltzman, LLC, 20000 Horizon Way, Suite 900, Mt. Laurel, NJ 08054. Attention: Sanford J. Becker, Esquire.

*** This notice is an attempt to collect a debt and any information obtained will be used for that purpose.**

Foreclosure Case Information Statement

Case Details: OCEAN | General Equity Docket # 008585-19

Case Caption: THE BANK OF NEW YORK VS
ONOFRIETTI ROBERT
Case Initiation date: 05/06/2019

Case Type: RESIDENTIAL MORTGAGE
FORECLOSURE
Document Type: Complaint

Plaintiff(s) (1)

Name: The Bank of New York Mellon
Address Line 1: c/o NewRez LLC D/B/A Shellpoint
Address Line 2: 55 Beattie Place, Suite 100
City: Greenville **State:** SC **Zip:** 29601 **Phone:**
Attorney Name: SANFORD J BECKER **Email Address:**
JEFISELECTRONICNOTICES@PBSLAW.ORG

Defendant(s) (6)

Name: Robert Onofrietti
Address Line 1:
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:**

Name: Stacy L Onofrietti
Address Line 1:
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:**

Name: John Doe 1-10
Address Line 1:
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:**

Name: Jane Doe 1-10

Party Type: Individual

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: Deborah Onofrietti

Party Type: Individual

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: John R Demasi

Party Type: Individual

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Property(s) (1)

Property Address: 233 Medjay Lane

County: OCEAN

Municipality: TOMS RIVER TWP

Block: 298

Lot: 45.14

Zip: 08755

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)

05/06/2019
Dated

/s/ SANFORD J BECKER
Signed