

Matthew Siti, Esq. - 129032014
Leopold & Associates, PLLC
80 Business Park Drive, Suite 110
Armonk, NY 10504
914-219-5787
Attorneys for Plaintiff

**THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST
2007-22, MORTGAGE PASS-THROUGH
CETIFICATES, SERIES 2007-22,**

Plaintiff,

v.

**STACI FABISCH AND DAVID,
FABISCH,HUSBAND & WIFE; AT EL.**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY**

Docket No.: F-004952-22

Civil Action

SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971 Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175 and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written answer or motion within **35** days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live

or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Dated: May 23, 2022

Michelle M. Smith /s/
Superior Court Clerk

NAME OF DEFENDANT(S) TO BE SERVED: SEE BELOW
ADDRESS TO BE SERVED: SEE BELOW

**STACI FABISCH
23 ROSS RD
LIVINGSTON, NJ 07039**

**DAVID FABISCH
23 ROSS RD
LIVINGSTON, NJ 07039**

**EVA RESTUARANT CORPORATION
C/O O'BRIEN & TAYLOR
175 FAIRFIELD AVE # 2A
WEST CALDWELL, NJ 07006**

**PERFORMANCE FOOD GROUP INC D/B/A AFI FOODSERVICE
1 IKEA DR
ELIZABETH, NJ 07201**

**PERFORMANCE FOOD GROUP INC D/B/A AFI FOODSERVICE
C/O LAW OFFICES OF MITCHELL J. MALZBERG
6 E MAIN ST SUITE 7
CLINTON, NJ 08809**

Plain
40378 4-4

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Docket No.: F-004952-22

Civil Action

**NOTICE TO THE STATE OF NEW
JERSEY**

THE STATE OF NEW JERSEY

NOTICE IS HEREBY GIVEN that the State of New Jersey is made a party defendant to the foreclosure Complaint and Amended Foreclosure Complaint in the above entitled action, because it is alleged in the Complaint and Amendments to Foreclosure Complaint, if any, that the State of New Jersey may have a lien against the mortgaged premises commonly known as **23 Ross Rd, Livingston, NJ 07039**, and by reason of the following:

SEE THE ATTACHED EXHIBIT "A"

THE STATE OF NEW JERSEY IS HEREBY SUMMONED in the above entitled action in the Superior Court of New Jersey, instituted by **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-22, MORTGAGE PASS-THROUGH**

CETIFICATES, SERIES 2007-22, plaintiff and required to serve upon **LEOPOLD & ASSOCIATES, PLLC**, Attorneys for the Plaintiff, 80 Business Park Drive, Suite 110, Armonk, NY 10504, an answer to the Complaint and Amendments to Foreclosure Complaint, if any, a copy of which is herewith served upon the **Attorney General of the State of New Jersey**, in your behalf, within sixty (60) days after service of this Notice and Complaint and Amendments to Foreclosure Complaint, if any, exclusive of the day of service. If you fail to do so, judgment by default may be rendered against you for the relief demanded in the Complaint and Amendments to Foreclosure Complaint.

You shall file your answer and proof of service in duplicate with the Clerk of the Superior Court of New Jersey, Hughes Justice Complex, Trenton, New Jersey, in accordance with the rules civil practice and procedure.

Dated: May 23, 2022

Michelle M. Smith /s/
Superior Court Clerk

EXHIBIT "A"

The State of New Jersey is hereby made a party defendant to this action by reason of the following:

SUPERIOR COURT OF NEW JERSEY
JUDGMENT: DJ-331664-2011 ACTION TYPE: CERT DEBT
CASE NUMBER: TX 029170 11 VENUE: MERCER
DOCKETED: 12/08/2011
CREDITOR(S): AWARD: \$58,761.58
DIV OF TAXATION
ATTORNEY: PRO SE
DEBTOR(S):
STACI L FABISCH
23 ROSS RD, LIVINGSTON, NJ 07039-6219
ATTORNEY: PRO SE
NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES
COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$
* * * End of Abstract * * *

SUPERIOR COURT OF NEW JERSEY
JUDGMENT: DJ-331665-2011 ACTION TYPE: CERT DEBT
CASE NUMBER: TX 029171 11 VENUE: MERCER
DOCKETED: 12/08/2011
CREDITOR(S): AWARD: \$58,761.58
DIV OF TAXATION
ATTORNEY: PRO SE
DEBTOR(S):
DAVID FABISCH
23 ROSS ROAD, LIVINGSTON, NJ 07039-6219
ATTORNEY: PRO SE
NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES
COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$
* * * End of Abstract * * *

SUPERIOR COURT OF NEW JERSEY
JUDGMENT: DJ-176517-2013 ACTION TYPE: CERT DEBT
CASE NUMBER: TX 018214 13 VENUE: MERCER
DOCKETED: 09/05/2013
CREDITOR(S): AWARD: \$6,611.88
DIV OF TAXATION
ATTORNEY: PRO SE
DEBTOR(S):
STACI L FABISCH
23 ROSS RD, LIVINGSTON, NJ 07039-6219
ATTORNEY: PRO SE
NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES
COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$

SUPERIOR COURT OF NEW JERSEY
JUDGMENT: DJ-176518-2013 ACTION TYPE: CERT DEBT
CASE NUMBER: TX 018215 13 VENUE: MERCER
DOCKETED: 09/05/2013
CREDITOR(S): AWARD: \$6,611.88
DIV OF TAXATION
ATTORNEY: PRO SE
DEBTOR(S):
DAVID FABISCH
23 ROSS ROAD, LIVINGSTON, NJ 07039-6219
ATTORNEY: PRO SE
NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES
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* * * End of Abstract * * *

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TRUSTEE FOR THE
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2007-22, MORTGAGE PASS-THROUGH
CETIFICATES, SERIES 2007-22,**

Plaintiff,

v.

**STACI FABISCH AND DAVID,
FABISCH, HUSBAND & WIFE; ET AL.
Defendant(s).**

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION ESSEX
COUNTY**

Docket No.: F-004952-22

Civil Action

SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 60 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose10153_deptyclerklawref.pdf). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, PO Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 60 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where

you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Dated: May 23, 2022

Michelle M. Smith /s/
Superior Court Clerk

NAME OF DEFENDANT(S) TO BE SERVED: UNITED STATES OF AMERICA
ADDRESSES TO BE SERVED:

**UNITED STATES OF AMERICA, WASHINGTON D.C
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20530**

**UNITED STATES OF AMERICA
C/O ATTORNEY FOR THE DISTRICT OF NEW JERSEY
970 BROAD STREET
NEWARK, NEW JERSEY 07102**

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Leopold & Associates, PLLC
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2007-22, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-22,**

Plaintiff,

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY**

Docket No.: F-

Civil Action

**COMPLAINT IN RESIDENTIAL
MORTGAGE FORECLOSURE**

v.

**STACI FABISCH AND DAVID, FABISCH,
HUSBAND & WIFE; BANK OF
AMERICA, N.A.; PETRO HEATING OIL
AND SERVICES; EVA RESTAURANT
CORPORATION; PERFORMANCE
FOOD GROUP INC D/B/A AFI
FOODSERVICE; UNITED STATES OF
AMERICA; STATE OF NEW JERSEY,**

Defendant(s).

Plaintiff, **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW
YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2007-22, MORTGAGE PASS-THROUGH
CETIFICATES, SERIES 2007-22,** is the owner of the Note and Mortgage, having its principal
office at **101 Barclay Street, 8W, New York, NY 10286** says:

FIRST COUNT

1. On **July 20, 2007**, Staci Fabisch, being indebted to **Countrywide Home Loans, Inc.,**

the sum of **\$1,500,000.00** executed to it a Note of that date to secure that sum with interest thereon from said date at the fixed rate of **7.125%** per annum on the unpaid balance until paid. Same to be paid in monthly installments commencing on **September 01, 2007** and each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on **August 01, 2037**. There is no prepayment Penalty.

2. To secure the payment of said Note, **Staci Fabisch**, executed to **Mortgage Electronic Registration Systems, Inc. as Nominee for Countrywide Home Loans, Inc.**, a mortgage in the amount of **\$1,500,000.00** of even date with the Note thereby conveying to it, in fee, the land hereinafter described on the express condition that such conveyance should be void if payment should not be made according to the terms of the Note. Said mortgage was duly recorded on **July 31, 2007** in **Essex County** in **Book 12075** at **Page 7351**. Said mortgage is a purchase money mortgage.
3. The subject mortgage has been subject to the following transactions:
 - a. On **February 02, 2012**, by assignment of Mortgage bearing that date, **Mortgage Electronic Registration Systems, Inc. as Nominee for Countrywide Home Loans, Inc.**, assigned said Mortgage to **The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of Cwalt, Inc., Alternative Loan Trust 2007-22, Mortgage Pass-Through Certificates, Series 2007-22**, which assignment was recorded in the Clerk/Register's office of **Essex County** on **February 29, 2012** as **Book 12354** at **Page 4088**.
 - b. On **December 28, 2010**, **Staci Fabisch**, executed a Loan Modification Agreement to **BAC Home Loans Servicing LP**, servicer of the subject note and mortgage at the time said Modification Agreement was executed, which modified the subject loan as follows:

SVWC-T-004902-22 03/10/2022 3:34:13 PM Pg 3 of 10 TRANS ID: C102022114230

This Loan Modification Agreement ("Agreement"), made this 28th day of December 2010, between STACI FABISCH, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 20th day of July 2007 and in the amount of \$1,500,000.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the "Property", located at 23 ROSS RD, LIVINGSTON, NJ 7039.

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of February 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,515,113.79 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.125% from the 1st day of January 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$10,599.78 beginning on the 1st day of February 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of August 2037 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

- c. On **January 31, 2014**, **Staci Fabisch**, executed a Loan Modification Agreement to **Bayview Loan Servicing, LLC**, servicer of the subject note and mortgage at the time said Modification Agreement was executed, which modified the subject loan as follows:

1. NOTE MODIFICATIONS:

(a) Outstanding Debt:

Borrower agrees that the unpaid principal balance due on the Note of \$1,565,034.48, shall be increased by \$59,306.31 the amount of the unpaid installments, interest, late charges, fees and costs, and, if applicable, any advances for unpaid property taxes and/or insurance premiums ("Unpaid Sums Due"), for a total unpaid principal balance due of \$1,644,340.70 ("New Balance"). Based on the consideration listed above, and other good and valuable consideration, Servicer agrees to defer and waive interest upon \$59,306.31 ("Deferred Balance") of the New Balance until the loan matures on 08/01/2037 at which time the Deferred Balance shall be immediately due and payable as a balloon payment, as well as any outstanding amounts due under the terms of the mortgage. In the event that the Deferred Balance is not paid timely as agreed or in the event of a default under this agreement or the loan documents, interest shall accrue on the Deferred Balance at the rate in effect on the loan immediately prior to maturity or the time of default, and will adjust thereafter according to the terms of the Note. Borrower agrees to the accuracy of the allegations contained in the above Recitals as well as to the authenticity and validity of each document referred to herein and to the validity of the unpaid sums due and the New Balance. Borrower agrees to pay the Unpaid Sums Due to Servicer and that he/she has no defenses, claims, or offsets with respect thereto. Interest and payments will accrue on the New Balance at the interest rates, whether adjustable, variable or fixed, provided in the Note, unless modified by this Agreement.

(b) New Monthly Payments, Payment Adjustments:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-24	3.375%	08/01/2013	\$5,129.86	\$3,731.40	\$11,861.26	09/01/2013	288

Effective on 08/01/2013 Borrower's rate of interest will be 3.375% and will remain fixed for the remaining life of the loan.

(c) New Maturity Date:

The maturity date will be 08/01/2037, on which date any unpaid interest and all other sums due shall be paid in full.

4. The Mortgaged premises are described as follows:

ALL THAT CERTAIN tract or parcel of land and premises situate in the Township of **Livingston**, County of **Essex**, and State of **New Jersey**:

Tax Lot **5** Block **7202** commonly known as **23 Ross Road, Livingston, New Jersey 07039**. The metes and bounds description contained in Schedule A attached hereto is taken from the recorded mortgage referenced in Paragraph 2 above.

Schedule A

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

BEGINNING at a point located in the southwesterly sideline of Ross Road, said point being located in the division line between Lot 1 and Lot 2, Block 234-E as shown on a certain map entitled "Map of Old Short Hills North, Section Three A, Township of Livingston, Essex County, N.J.," and from said beginning point running; thence

- (1) along the aforementioned sideline of Ross Road, curving to the right in a general southeasterly direction along the arc of a curve having a radius of 3,869.94 feet, a distance of 139.65 feet to a point; thence
- (2) curving to the right in a general southerly direction along the arc of a curve having a radius of 23.37 feet, a distance of 37.95 feet to a point in the northwesterly sideline of Hemshire Drive; thence
- (3) along said sideline, South 66 degrees 00 minutes 38 seconds West, 208.89 feet to a point in line of lands now or formerly, "Deerco;" thence
- (4) along said sideline, North 30 degrees 27 minutes 03 seconds West, 125.00 feet to a point in the aforementioned division line between Lot 1 and Lot 2; thence
- (5) along said division line, North 56 degrees 28 minutes 35 seconds East, 239.64 feet to the point and place of BEGINNING.

BEING known as South Lot 1, Block 234-E as shown on the aforementioned map. Said map was filed in the Essex County Clerk's Office November 13, 1956 in Case Number 2247.

Policy to insure description being more particularly described in accordance with a survey prepared by Pennoni Associates, Inc., L.L.C., dated July 11, 2007 as follows:

BEGINNING at a point located in the southwesterly sideline of Ross Road, said point being located in the division line between Lot 1 and Lot 2, Block 234-E as shown on a certain map entitled "Map of Old Short Hills North, Section Three A, Township of Livingston, Essex County, N.J.," and from said beginning point running; thence

- (1) along the aforementioned sideline of Ross Road, curving to the right in a general southeasterly direction along the arc of a curve having a radius of 3,869.94 feet, a distance of 139.35 feet to a point; thence
- (2) curving to the right in a general southerly direction along the arc of a curve having a radius of 23.65 feet, a distance of 38.41 feet to a point in the northwesterly sideline of Hemshire Drive; thence
- (3) along said sideline, South 66 degrees 00 minutes 38 seconds West, 208.60 feet to a point in line of lands now or formerly, "Deerco;" thence
- (4) along said sideline, North 30 degrees 27 minutes 03 seconds West, 125.00 feet to a point in the aforementioned division line between Lot 1 and Lot 2; thence
- (5) along said division line, North 56 degrees 28 minutes 35 seconds East, 239.64 feet to the point and place of BEGINNING.

For Informational Purposes only: ALSO known as Lot 5 in Block 7202 on the Township of Livingston Tax Map.

5. Said Note further provided that, in addition to the foregoing installments of principal and interest, the obligors promised to make monthly payments in the amounts and to be applied in the manner set forth in the mortgage securing the Note.

6. That note and mortgage contained an agreement, that if any installment of principal and interest should remain unpaid for thirty (30) days after the same shall fall due, then the whole of the principal sum, together with all unpaid interest and advances made by the mortgagee, together with all unpaid interest should, at the option of the mortgagee, become immediately due.

7. Said Note and Mortgage contained a provision that if any of the installments of taxes, assessments, water charges or any municipal lien levied against the premises should remain in default, the mortgagee may pay same and such amount shall be a lien on said lands, added to the amount of the mortgage debt and secured by this mortgage.

8. Said Note provides that the mortgagee may collect a late charge of each payment more than 15-days. The amount of the late charge is 5% of the overdue payment.

9. On **April 01, 2020**, an installment of principal, interest, insurance and taxes became due and payable on plaintiff's mortgage. Defendant failed to pay the monthly installment and said installment remains unpaid. Plaintiff has therefore elected that the whole principal sum, with all unpaid interest and advances made by the plaintiff with unpaid interest, shall now become due.

10. The date of default is **April 01, 2020**.

11. Plaintiff has, in compliance with the Fair Foreclosure Act, N.J.S.A. 2A:50-53 et seq., mailed a notice of intention to foreclose to the debtor(s) at least thirty-one (31) days prior to the filing of this complaint.

12. Upon information and belief, Staci Fabisch is married to **David Fabisch**, who is joined for any interest he may have in the subject premises. Any title, interest, dower/curtesy, or possessor right, if any, acquired by **David Fabisch** was subsequent to the subject mortgage, and therefore subordinate to the aforesaid mortgage.

13. The following instruments or liens appear of record in the Office of the Clerk/Register of Essex County which affect or may affect the premises described herein all of which instruments of liens are subordinate to the lien of the mortgage set forth in Paragraph 2 above.

Bank of America, N.A. is made a party defendant by virtue of the following judgment lien:

MORTGAGE (2)			
Mortgagor(s):	STACI FABISCH, A MARRIED WOMAN		
Mortgagee(s):	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, FSB		
Amount:	\$388,000.00	Date: 7/20/2007	Recording: 7/31/2007
Close End	Book/Page: 12075/7369		
Comments:			
ASSIGNMENT (2.a)			
Assignor(s):	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC		
Assignee(s):	BANK OF AMERICA, N.A.		
	Date: 7/6/2012	Recording: 7/11/2012	
	Book/Page: 12377/7978		
Comments:	ASSIGNS MORTGAGE BOOK 12075 PAGE 7369.		

Petro Heating Oil and Services is made a party defendant by virtue of the following judgment lien:

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: DJ-247434-2013 ACTION TYPE: CONTRC-REG
CASE NUMBER: DC 003674 12 VENUE: MORRIS
DOCKETED: 12/04/2013

CREDITOR(S): AWARD: \$1,801.92
PETRO HEATING OIL AN D SERVICE S
520 BROADHOLLOW ROAD, SUITE 200W, MELVILLE, NY 11747-0000
ATTORNEY: KESSLER & ASSOCIATES DAVID

DEBTOR(S):
DAVID A FABISCH
5C LITTELL ROAD, EAST HANOVER, NJ 07936-0000
ATTORNEY: PRO SE

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

* * * End of Abstract * * *

Upon information and belief, Petro Heating Oil An D Service S is properly known as Petro Heating Oil and Services and is therefore named as such herein.

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	J-240162-2014	ACTION TYPE:	BOOK ACCT
CASE NUMBER:	L 003813 14	VENUE:	ESSEX
ENTERED:	12/15/2014		
SIGNED:	12/15/2014		

CREDITOR(S):	AWARD:	\$566,011.88
PERFORMANCE FOOD GROUP INC	COSTS:	\$240.00
D/B/A AFI FOODSERVICE		
ATTORNEY: MITCHELL MALZBERG, ESQ.		
LAW OFFICES OF MITCHELL J. MALZBERG, LLC		
P.O. BOX 5122, 6 EAST MAIN STREET SUITE 7, CLINTON, NJ		
08809		

DEBTOR(S):
DAVID A FABISCH
A/K/A DAVID ALAN
(No Address)

Eva Restaurant Corporation is made a party defendant by virtue of the following judgment lien:

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-095204-2013 ACTION TYPE: BOOK ACCT
CASE NUMBER: L 001411 13 VENUE: ESSEX
ENTERED: 05/28/2013
SIGNED: 05/28/2013

CREDITOR(S): AWARD: \$53,173.21
EVA RESTAURANT CORPORATION COSTS: \$240.00
ATTORNEY: O'BRIEN AND TAYLOR, ESQS
175 FAIRFIELD AVENUE, PO BOX 505, WEST CALDWELL, NJ
07007

DEBTOR(S):
DAVID ALAN CATERERS LLC
(No Address)
DAVID FABISCH
(No Address)

United States of America is made a party defendant by virtue of the following judgments
liens:

State of New Jersey is made a party defendant by virtue of the following judgments liens:

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	DJ-331664-2011	ACTION TYPE:	CERT DEBT
CASE NUMBER:	TX 029170 11	VENUE:	MERCER
DOCKETED:	12/08/2011		

CREDITOR(S): AWARD: \$58,761.58
 DIV OF TAXATION
 ATTORNEY: PRO SE

DEBTOR(S):
 STACI L FABISCH
 23 ROSS RD, LIVINGSTON, NJ 07039-6219
 ATTORNEY: PRO SE

NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES

COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$

* * * End of Abstract * * *

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	DJ-331665-2011	ACTION TYPE:	CERT DEBT
CASE NUMBER:	TX 029171 11	VENUE:	MERCER
DOCKETED:	12/08/2011		

CREDITOR(S): AWARD: \$58,761.58
 DIV OF TAXATION
 ATTORNEY: PRO SE

DEBTOR(S):
 DAVID FABISCH
 23 ROSS ROAD, LIVINGSTON, NJ 07039-6219
 ATTORNEY: PRO SE

NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES

COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$

* * * End of Abstract * * *

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	DJ-176517-2013	ACTION TYPE:	CERT DEBT
CASE NUMBER:	TX 018214 13	VENUE:	MERCER
DOCKETED:	09/05/2013		

CREDITOR(S): AWARD: \$6,611.88
 DIV OF TAXATION
 ATTORNEY: PRO SE

DEBTOR(S):
 STACI L FABISCH
 23 ROSS RD, LIVINGSTON, NJ 07039-6219
 ATTORNEY: PRO SE

NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES

COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$

SUPERIOR COURT OF NEW JERSEY

JUDGMENT:	DJ-176518-2013	ACTION TYPE:	CERT DEBT
CASE NUMBER:	TX 018215 13	VENUE:	MERCER
DOCKETED:	09/05/2013		

CREDITOR(S): AWARD: \$6,611.88
 DIV OF TAXATION
 ATTORNEY: PRO SE

DEBTOR(S):
 DAVID FABISCH
 23 ROSS ROAD, LIVINGSTON, NJ 07039-6219
 ATTORNEY: PRO SE

NOTE: NJ TAX DEBT - CONSOLIDATION OF ALL TAX DEBT TYPES

COMMENTS: NJ TAX DEBT - CALL DIV OF TAXATION FOR LATEST \$\$\$

* * * End of Abstract * * *

14. Any interest or lien which any of the defendants herein has or claims to have in or upon the said mortgaged premises or some part thereof is subject to the lien of plaintiff's mortgage.

WHEREFORE, plaintiff demands judgment:

- (a) Fixing the amount due on its mortgage.
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to said lands.
- (c) Directing that the plaintiff be paid the amount due on its mortgage with interest and costs.
- (d) Adjudging that said lands be sold according to law to satisfy the amount due plaintiff.
- (e) Appointing a receiver of rents, issues and profits of said lands.

SECOND COUNT

1. Plaintiff repeats any and all allegations of the First Count and makes same a part hereof as if repeated at length.
2. By reason of the default in the terms of the mortgage referred to in the First Count of the Complaint, and by reason of the terms of the mortgage, plaintiff is entitled to possession of the premises described in the First Count.
3. Defendants are now in possession of the premises described in the First Count and have at all times deprived plaintiff of possession of said premises.

WHEREFORE, plaintiff demands judgment:

- (a) That plaintiff, or the purchaser at the foreclosure sale, recover possession of the mortgaged premises against said defendants or anyone holding under them.
- (b) Damages for mesne profits.
- (c) Costs.

Dated: May 16, 2022

LEOPOLD & ASSOCIATES, PLLC
BY: /s/ Matthew M. Siti, Esq.
Attorney for Plaintiff

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4 Matthew M Siti, Esq. is hereby designated as trial counsel for the plaintiff in the within matter.

Dated: May 16, 2022

LEOPOLD & ASSOCIATES, PLLC

BY: /s/ Matthew M. Siti, Esq.

Attorney for Plaintiff

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.
SECTION 1601 AS AMENDED**

1. The amount of the debt is stated in paragraph one 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 will be assumed to be valid by the creditor's law firm, unless the debtors, within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing 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 written request to the creditor's law firm within thirty 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. Written request should be addressed to Fair Debt Collection Clerk, Leopold & Associates, PLLC, 80 Business Park Drive, Suite 110Armonk, NY 10504.

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

Matthew Siti, Esq. - 129032014
Leopold & Associates, PLLC
80 Business Park Drive, Suite 110
Armonk, NY 10504
914-219-5787
Attorneys for Plaintiff

**THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
CWALT, INC., ALTERNATIVE LOAN
TRUST 2007-22, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-
22,**

Plaintiff,

v.

**STACI FABISCH AND DAVID, FABISCH,
HUSBAND & WIFE; BANK OF AMERICA,
N.A.; PETRO HEATING OIL AND
SERVICES; EVA RESTAURANT
CORPORATION; PERFORMANCE FOOD
GROUP INC D/B/A AFI FOODSERVICE;
UNITED STATES OF AMERICA; STATE OF
NEW JERSEY,**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY**

Docket No.: F-

Civil Action

**CERTIFICATION OF DILIGENT
INQUIRY PURSUANT TO R. 1:5-
6(c)1(E) AND R. 4:64-1(a)(2) AND (3)**

Matthew M. Siti, Esq., of full age, hereby certifies and says:

1. On _____, I communicated by writing with the following named employee(s) of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, who stated that he/she personally reviewed the complaint to be filed with the court and that he/she confirmed compliance with Rule 4:64-1(b)(1) through (b)(10) and (b)(12) through (b)(13).

2. The name, title and responsibilities of the plaintiff's employee or plaintiff's mortgage loan servicer's _____ employee _____ with _____ whom _____ I _____ communicated _____ are:

3. Based on my communication with the above-named employee(s) of plaintiff, as well as my own inspection of the loan information supplied by plaintiff and other diligent inquiry, I execute this certification to comply with the requirements of Rules 1:4-8(a), 1:5-6(c)(1)(E), and 4:64-1(a)(2)

and (3).

4. I am aware that I have a continuing obligation under Rule 1:4-8 to amend this certification if a reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support for any factual assertions proffered by plaintiff in any court filings or documents in this case.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

LEOPOLD & ASSOCIATES, PLLC

BY: /s/ Matthew M. Siti, Esq.

Attorney for Plaintiff

Matthew Siti, Esq. - 129032014
Leopold & Associates, PLLC
80 Business Park Drive, Suite 110
Armonk, NY 10504
914-219-5787
Attorneys for Plaintiff

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N.A.; PETRO HEATING OIL AND
SERVICES; EVA RESTAURANT
CORPORATION; PERFORMANCE FOOD
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UNITED STATES OF AMERICA; STATE OF
NEW JERSEY,**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY**

Docket No.: F-

Civil Action

**CERTIFICATION OF TITLE SEARCH
REQUIREMENTS PURSUANT TO R.
4:64-1**

In accordance with Rule 4:64-1(a), I hereby further certify that a title search of the public record has been received and reviewed for the purpose of identifying any lienholders and/or other person and entities with an interest in the property that is subject to foreclosure. The effective date of the title search April 04, 2022.

Dated: May 16, 2022

LEOPOLD & ASSOCIATES, PLLC
BY: /s/ Matthew M. Siti, Esq.
Attorney for Plaintiff

Matthew Siti, Esq. - 129032014
 Leopold & Associates, PLLC
 80 Business Park Drive, Suite 110
 Armonk, NY 10504
 914-219-5787
 Attorneys for Plaintiff

**THE BANK OF NEW YORK MELLON FKA
 THE BANK OF NEW YORK, AS TRUSTEE
 FOR THE CERTIFICATEHOLDERS OF
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 TRUST 2007-22, MORTGAGE PASS-
 THROUGH CERTIFICATES, SERIES 2007-
 22,**

Plaintiff,

v.

**STACI FABISCH AND DAVID, FABISCH,
 HUSBAND & WIFE; BANK OF AMERICA,
 N.A.; PETRO HEATING OIL AND
 SERVICES; EVA RESTAURANT
 CORPORATION; PERFORMANCE FOOD
 GROUP INC D/B/A AFI FOODSERVICE;
 UNITED STATES OF AMERICA; STATE OF
 NEW JERSEY,**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION
 ESSEX COUNTY**

Docket No.: F-

Civil Action

**CERTIFICATION PURSUANT TO
 R. 4:5-1**

Plaintiff hereby certifies that the matter in controversy is not the subject of any other action pending in any court and is not the subject of any pending arbitration proceeding. Plaintiff further certifies that it has no knowledge of any contemplated action or arbitration proceeding which is contemplated regarding the subject matter of this action and that it is not aware of any other parties who should be joined in this action.

Dated: May 16, 2022

LEOPOLD & ASSOCIATES, PLLC
 BY: /s/ Matthew M. Siti, Esq.
 Attorney for Plaintiff

Matthew Siti, Esq. - 129032014
Leopold & Associates, PLLC
80 Business Park Drive, Suite 110
Armonk, NY 10504
914-219-5787
Attorneys for Plaintiff

**THE BANK OF NEW YORK MELLON FKA
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FOR THE CERTIFICATEHOLDERS OF
CWALT, INC., ALTERNATIVE LOAN
TRUST 2007-22, MORTGAGE PASS-
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22,**

Plaintiff,

v.

**STACI FABISCH AND DAVID, FABISCH,
HUSBAND & WIFE; BANK OF AMERICA,
N.A.; PETRO HEATING OIL AND
SERVICES; EVA RESTAURANT
CORPORATION; PERFORMANCE FOOD
GROUP INC D/B/A AFI FOODSERVICE;
UNITED STATES OF AMERICA; STATE OF
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Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY**

Docket No.: F-

Civil Action

**CERTIFICATION PURSUANT TO
R. 1:38-7(B)**

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).

Dated: May 16, 2022

LEOPOLD & ASSOCIATES, PLLC
BY: /s/ Matthew M. Siti, Esq.
Attorney for Plaintiff

Notice to Residential Tenants of Rights During Foreclosure

A foreclosure action has been filed concerning **23 Ross Rd, Livingston, NJ 07039**, and the ownership of the property may change as a result.

Until ownership of the property changes or you are otherwise informed by the court or the mortgage holder, you should continue to pay rent to the landlord or to a rent receiver, if one is appointed by the court. You should keep receipts or canceled checks of your rent payments. If you are not sure how or where to pay rent, save your rent money so that you will have it when the owner demands it. Non-payment of rent is grounds for eviction.

Foreclosure alone is generally not grounds to remove a bona fide residential tenant. Tenants who want to stay in their homes can be removed only through a court process. With limited exceptions, the New Jersey “Anti-Eviction Act” protects residential tenants’ rights to remain in their home. This law includes protection for tenants who do not have written leases.

It is unlawful for anyone to try to force you to leave your home outside the court process, including shutting off utilities or failing to maintain the premises.

[Apéndice XII-K]

**AVISO A LOS INQUILINOS RESIDENCIALES SOBRE SUS
DERECHOS DURANTE UNA EJECUCIÓN HIPOTECARIA**

SE HA PRESENTADO UNA ACCIÓN DE EJECUCIÓN HIPOTECARIA CON RESPECTO A **23 Ross Rd, Livingston, NJ 07039**, Y COMO RESULTADO DE ELLO, PUEDE QUE EL BIEN INMUEBLE CAMBIE DE PROPIETARIO.

HASTA QUE EL BIEN INMUEBLE CAMBIE DE PROPIETARIO O EL TRIBUNAL O EL QUE POSEE LA HIPOTECA LE INFORME LO CONTRARIO, USTED DEBE SEGUIR PAGANDO EL ALQUILER AL DUEÑO O A LA PERSONA QUE RECIBE EL ALQUILER SI EL TRIBUNAL DESIGNA UNA PARA ESE FIN. USTED DEBE GUARDAR LOS RECIBOS O LOS CHEQUES CANCELADOS DE SUS PAGOS DEL ALQUILER. SI NO ESTÁ SEGURO DE CÓMO O DÓNDE PAGAR EL ALQUILER, GUARDE EL DINERO DE SU ALQUILER PARA QUE LO TENGA CUANDO EL DUEÑO SE LO PIDA. EL NO PAGAR EL ALQUILER ES MOTIVO DE DESALOJO.

UNA EJECUCIÓN HIPOTECARIA POR SÍ SOLA GENERALMENTE NO ES MOTIVO PARA EXPULSAR A UN INQUILINO RESIDENCIAL DE BUENA FE. SE PODRÁ EXPULSAR A LOST INQUILINOS QUE WIERAN PERMANECER EN SUS CASAS ÚNICAMENTE MEDIANTE UN PROCESO JUDICIAL. CON EXCEPCIONES LIMITADAS, LA “LEY CONTRA EL DESALOJO” DE NUEVA JERSEY PROTÉGÉ LOS DERECHOS DE LOS INQUILINOS RESIDENCIALES A PERMANECER EN SU CASA. DICHA LEY INCLUYE PROTECCIÓN PARA INQUILINOS QUE NO TIENEN CONTRATOS DE ARRENDAMIENTO POR ESCRITO.

ES ILEGAL QUE ALGUIEN TRATE QUE USTED ABANDONE SU CASA SIN EL PROCESO JUDICIAL USANDO FUERZA QUE INCLUYE EL CORTE DE SERVICIOS PÚBLICOS O NO MANTENER EL LUGAR.

[Nota: El Apéndice XII-K aprobado el 17 de noviembre del 2009 entra en vigor de inmediato]