

The Honorable Glenn Berman, J.S.C.
Middlesex County Courthouse
56 Paterson Street
New Brunswick, New Jersey 08903

FILED
FEB 05 2010
GLENN BERMAN, JSC, Ch.

Countrywide Home Loans, Inc.

Plaintiff

v.

Marwa Tork, et al.

Defendant(s)

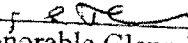
SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
DOCKET NO. F-23659-08

ORDER

IT IS ON THIS 5th day of February, 2010:

ORDERED that the Plaintiff's motion for reconsideration is hereby denied for the reasons set forth below; and it is further

ORDERED that a copy of this order be served on all counsel and unrepresented parties within seven (7) days.



Honorable Glenn Berman, J.S.C.

Statement of Reasons

The public policy behind the Fair Foreclosure Act is that: "homeowners should be given every opportunity to pay their home mortgages, and thus keep their homes; and that lenders will be benefitted when residential mortgage debtors cure their defaults and return defaulted residential mortgage loans to performing status." N.J.S.A. 2A:50-54 (1995) (emphasis added by the Court.)

It is only fair and equitable that Sambul Rizvi, the homeowner, whose name appears on the mortgage, be given notice that the property is in default. The Fair Foreclosure Act uses residential mortgage debtor to mean any person shown on the record of the residential mortgage lender as being obligated to pay the obligation secured by the residential mortgage. N.J.S.A. 2A:50-55 (1995) Sambul Rizvi signed the mortgage, and as such, she was on record.

The conclusion that both the obligor under the loan and the mortgagor are entitled to notice under the Fair Foreclosure Act, as each are different persons, is consistent with the purpose of the Fair Foreclosure Act. (*See Soto v. PNC Bank (In re Soto)* 221 B.R. 343, 354 (Bankr. E.D. Pa 1998) where the obligor and the mortgagor were different persons, both were entitled to notice under the Pennsylvania statute, since the conclusion that the obligor "is also a 'residential mortgage debtor' is consistent with the purpose of the notice provisions of Act 6 which is to 'offer... homeowners with "residential mortgages" a measure of protection from overly zealous "residential mortgage lenders""). While this case is a Pennsylvania case, the authority is persuasive and adopted.

Moreover, as the Lender certainly knew who executed the Mortgage and the Note, they had actual notice that there were two signatories; and serving both with the NOI would not have been onerous. The Fair Foreclosure Act is also remedial and should be liberally construed.