

RAS Citron, LLC  
130 Clinton Road, Suite 202  
FAIRFIELD, NJ 07004  
973-575-0707  
ATTORNEYS FOR PLAINTIFF  
Lana Sukhman, Esq.  
STATE BAR NUMBER: 021812006

OCWEN LOAN SERVICES, LLC.,  
Plaintiff/Mortgagee

vs.

LINDA KOLOGI; STEVEN K. KOLOGI A/K/A  
STEVEN KARL KOLOGI, SR.; STATE OF NEW  
JERSEY,  
Defendant(s)/Mortgagor(s)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION

Monmouth County

DOCKET NO.

FORECLOSURE COMPLAINT

OCWEN LOAN SERVICES, LLC., having its principal place of business at 1661 Worthington Road,  
Suite 100, West Palm Beach, FL 33409 says:

FIRST COUNT

1. On March 15, 2006 the Defendant(s), LINDA KOLOGI; STEVEN K. KOLOGI being indebted to NEXSTAR FINANCIAL CORPORATION executed an obligation (Note) of that date to secure the sum of \$399,200.00 with the initial interest of 6.125 percent per annum on the unpaid balance; said Note being payable in monthly installments of principal and interest in the amount of \$2,425.58 beginning May 01, 2006 and subsequent installments of principal and interest per month thereafter until April 01, 2036, when the remaining balance is due and payable in accordance with the terms of said Note. The Note further provides for a late charge of 5.000 percent for any payment not received 15 days from the date due.

2. A. To secure the payment of said Note, LINDA KOLOGI; STEVEN K. KOLOGI executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NEXSTAR FINANCIAL CORPORATION a mortgage of even date with the Note and thereby conveyed to the aforesaid mortgagee in fee the land hereinafter described on the expressed condition that such conveyance would be void if payment should be made according to the terms of said Note. The Mortgage was recorded in the Office of the Clerk/Register of the County of Monmouth on March 27, 2006 in Mortgage Book OR-8551 Page 5797. The within mortgage is not a purchase money

mortgage.

2.B. Executed on December 18, 2015 the aforesaid note and mortgage was modified by Loan Modification Agreement which capitalized the arrears then due on the mortgage thereby; (1) establishing the principal amount due thereunder as \$301,263.57; (2) setting the interest rate schedule for the modified loan as follows: 3.000% as of February 01, 2016; 4.000% as of September 01, 2016; 4.625% as of September 01, 2017 to maturity date; (3) setting the first monthly payment due thereunder on February 01, 2016; and (4) establishing a maturity date of April 01, 2036 and providing that all terms not expressly modified by the Loan Modification Agreement remained in full force and effect.

3. On August 14, 2013 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NEXSTAR FINANCIAL CORPORATION assigned all its rights, title and interest in and to said Note and Mortgage to OCWEN LOAN SERVICING, LLC by way of Assignment of Mortgage which assignment was recorded in the Office of the County Clerk/Register of Monmouth County on August 20, 2013 in Book OR-9032 at Page 1440. The Plaintiff named herein is a real party in interest in accordance Rule 4:26-1.

4. The premises are described in the mortgage as reflected in Exhibit A attached hereto and made a part hereof.

5. The Note and Mortgage provide that should borrower(s) fail to make any monthly payment required to be made and said payment should remain unpaid for a period of thirty (30) days, same constitutes a default and the whole of the principal sum should become due and payable at the option of the mortgagee.

6. The Defendant(s) failed to pay the monthly payment on February 01, 2016 and all payments thereafter, resulting in default 30 days after the date of the first missed payment, and said payments have remained unpaid.

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. Pursuant to the terms of the Note and Mortgage, plaintiff (or its predecessors, successors

or servicing agents) 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 agents), these taxes, municipal charges or other liens are to be added to the amount due to plaintiff, whether such advances were made prior to the filing of this action or during its pendency.

9. The Defendant(s) have deprived Plaintiff of its right to possession of the Mortgaged Premises described in Paragraph Four hereof, which right accrued upon default.

10. The Plaintiff has complied with the notice of intention requirements of the Fair Foreclosure Act of the State of New Jersey (N.J.S.A. 2A:50-53 et seq.) and has elected that the entire unpaid principal indebtedness with all arrearages of interest, further or additional advances, and delinquency charges be due.

11. Any interest or lien which the Defendant(s) or anyone holding under them have or claim to have in or upon the mortgaged premises, or some part thereof is subject to the lien of the Plaintiff's mortgage.

12. Schedule B, attached hereto, is made part hereof and the paragraphs therein are incorporated herein in their entirety.

**WHEREFORE, the Plaintiff demands judgment:**

**A. Fixing the amount due on its mortgage;**

**B. Barring and foreclosing all the Defendants of all equity of redemption in and to said premises;**

**C. Directing the Plaintiff be paid the amount due on its mortgage together with all arrearages of interest, further or additional advances, delinquency charges and costs;**

**D. Adjudging that said lands be sold according to law to satisfy the amount due to the Plaintiff;**

**E. Such other and further relief as this Court may deem just and proper, including without limitation appointment of a receiver of rents and profits and the authorization to immediately let the premises.**

**SECOND COUNT**

1. Plaintiff repeats and affirms all the allegations as set forth in the First Count as if more fully set forth at length herein.
2. Plaintiff is entitled to possession of the premises on behalf of itself or the purchaser at the Sheriff's sale situate in the Municipality of LONG BRANCH CITY in the County of Monmouth and the State of New Jersey, known as BLOCK 162 LOT 19 on the Tax Maps of the aforesaid municipality.
3. Said premises are more particularly described in Paragraph Four of the First Count of the Complaint to which reference is made and herein incorporated.
4. Plaintiff's right of possession accrued upon default.
5. Defendant(s) or anyone holding under them have at all times since said date deprived the Plaintiff of possession of said premises.

**WHEREFORE, the Plaintiff demands judgment against said Defendants or anyone holding under them**

- A. For possession of the said premises, on behalf of itself or the purchaser at the Sheriff's sale;**
- B. For damages for mesne profits;**
- C. For costs**
- D. For any other relief that the Court deems necessary.**

**RAS Citron, LLC  
ATTORNEYS FOR THE PLAINTIFF**

**DATED: 8/1/2017**

**By: \_\S\Lana Sukhman\_  
Lana Sukhman, Esquire  
New Jersey Bar No. 021812006  
Communication Email: lsukhman@rasnj.com**

**EXHIBIT A - MORTGAGED PROPERTY DESCRIPTION**

**ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN LONG BRANCH CITY, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE NORTHERLY LINE OF WALL STREET, DISTANT 107.17 FEET MEASURED IN AN EASTERLY DIRECTION FROM THE POINT OF INTERSECTION OF THE EASTERLY LINE OF OAKWOOD AVENUE WITH THE NORTHERLY LINE OF WALL STREET; AND**

**RUNNING THENCE 1. NORTH 69 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF WALL STREET 75.00 FEET TO A POINT;**

**THENCE 2. NORTH 20 DEGREES 45 MINUTES 00 SECONDS WEST, 150.00 FEET TO A POINT;**

**THENCE 3. SOUTH 69 DEGREES 15 MINUTES 00 SECONDS WEST, 75.00 FEET TO A POINT;**

**THENCE 4. SOUTH 20 DEGREES 45 MINUTES 00 SECONDS EAST, 150.00 FEET TO A POINT, BEING THE POINT OR PLACE OF BEGINNING.**

**FOR INFORMATIONAL PURPOSES ONLY: 635-637 WALL STREET, LONG BRANCH, NJ 07740**

**BEING COMMONLY KNOWN AND DESIGNATED AS 635-637 WALL STREET LONG BRANCH, NJ 07740.**

**NOW KNOWN AS BLOCK 162 LOT 19 ON THE TAX MAP OF LONG BRANCH CITY, COUNTY OF MONMOUTH, STATE OF NEW JERSEY.**

**SCHEDULE B**

1. On 12/16/2013, STEVEN K. KOLOGI A/K/A STEVEN KARL KOLOGI, SR.; LINDA KOLOGI, executed a mortgage to the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, an agency of the STATE OF NEW JERSEY in the amount of \$47,786.00, which mortgage was recorded on 12/23/2013, in Mortgage Book OR-9049 at Page 7392. By virtue of said mortgage, the STATE OF NEW JERSEY is named as a defendant. Said mortgage is subordinate to the mortgage being foreclosed herewith.
2. On 11/09/2015, STEVEN K. KOLOGI A/K/A STEVEN KARL KOLOGI, SR.; LINDA KOLOGI, executed a mortgage to the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, an agency of the STATE OF NEW JERSEY in the amount of \$50,000.00 , which mortgage was recorded on 07/29/2016, in Mortgage Book OR-9178 at Page 267 . By virtue of said mortgage, the STATE OF NEW JERSEY is named as a defendant. Said mortgage is subordinate to the mortgage being foreclosed herewith.
3. It is believed through information that the aforesaid STEVEN K. KOLOGI is also known as STEVEN KARL KOLOGI, SR.

# Foreclosure Case Information Statement

**Case Details: MONMOUTH | General Equity Docket # 018268-17**

**Case Caption:** OCWEN LOAN SERVICES VS KOLOGI  
LINDA  
**Case Initiation date:** 08/01/2017

**Case Type:** RESIDENTIAL MORTGAGE  
FORECLOSURE  
**Document Type:** Complaint

## Plaintiff(s) (1)

**Name:** OCWEN LOAN SERVICES, LLC. **Party Type:** Business  
**Address Line 1:** 1661 WORTHINGTON ROAD, SUITE 100 **Corporation Type:** LLC  
**Address Line 2:**  
**City:** WEST PALM BEACH **State:** FL **Zip:** 33409 **Phone:**  
**Attorney Name:** RICHARD MARK CITRON **Email Address:** JEFIS@RASNJ.COM

## Defendant(s) (3)

**Name:** LINDA KOLOGI **Party Type:** Individual  
**Address Line 1:** **Corporation Type:**  
**Address Line 2:**  
**City:** **State:** NJ **Zip:** **Phone:**  
**Attorney Name:** **Email Address:**

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**Name:** STEVEN K KOLOGI **Party Type:** Individual  
**Address Line 1:** **Corporation Type:**  
**Address Line 2:**  
**City:** **State:** NJ **Zip:** **Phone:**  
**Attorney Name:** **Email Address:**

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**Name:** STATE OF NEW JERSEY **Party Type:** Business  
**Address Line 1:** **Corporation Type:** Other  
**Address Line 2:**  
**City:** **State:** NJ **Zip:** **Phone:**  
**Attorney Name:** **Email Address:**

**Property(s)**

**(1)**

**Property Address:** 635-637 WALL STREET    **County:** MONMOUTH  
**Municipality:** LONG BRANCH CITY    **Block:** 162    **Lot:** 19  
**Zip:** 07740

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)*

08/01/2017  
Dated

/s/ RICHARD MARK CITRON  
Signed