

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
SOMERSET COUNTY
DOCKET NO. F-007433-17

**SHERIFF'S SALE
NO. 13404**

Between
PHH MORTGAGE CORPORATION

PLAINTIFF

vs.

SHAWN GRABKO; MARGARET GRABKO; DISCOVER BANK; STATE OF NEW JERSEY; UNITED STATES OF AMERICA

DEFENDANTS

Writ of Execution for sale of mortgaged premises.

By virtue of the above stated Writ of Execution to me directed and delivered I will expose for sale at public vendue on

TUESDAY THE 27th DAY OF NOVEMBER, 2018

between the hours of two and five o'clock in the afternoon of said day, that is to say at 2:00 P.M. prevailing time at the Freeholders Meeting Room, Administration Building, 20 Grove Street, Somerville, New Jersey to wit:

All that tract or parcel of land, situate, lying and being in the Borough of North Plainfield, County of Somerset and State of New Jersey:

Being known as Tax Lot No. 12 in Block No. 3.05; Dimensions of property: (approximately) 170.00 feet by 45.29 feet by 168.37 feet by 8.63 feet by 47.61 feet by 5.76 feet;; Nearest Cross Street: Meadowbrook Road.

**PREMISES COMMONLY KNOWN AS:
55 MALI DRIVE
NORTH PLAINFIELD, NEW JERSEY**

A more complete metes and bounds description can be found in the Office of the Somerset County Sheriff.

Pursuant to 28, U.S.C. Section 2410, this sale is subject to a 1 year right of redemption held by the United States of America by virtue of its lien: i. Shawn Grabko and Margaret Grabko to the Secretary of Housing and Urban Development, dated February 4, 2016 and recorded March 28, 2016 in Book 6861, Page 1706. To secure \$10,427.26.

Subject to any unpaid taxes, municipal liens or other charges, and any such taxes, charges, liens, insurance premiums or other advances made by plaintiff prior to this sale. All interested parties are to conduct and rely upon their own independent investigation to ascertain whether or not any outstanding interest remain of record and/or have priority over the lien being foreclosed and, if so the current amount due thereon.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagor's attorney.

Together with all singular rights, liberties, privileges, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and remainders, rents, issues and profits thereto.

Surplus Money: If after the sale and satisfaction of the mortgage debt, including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus, or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person's claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any.

Amount of Judgment to be satisfied \$252,799.01 plus interest, cost, printers' fees, Sheriff's fees and commission.

The purchaser shall pay 20% of purchase price at end of sale in certified funds, certified check, cashier's check or treasurer's check and sign acknowledgment of purchase. The Sheriff reserves the right to adjourn this sale for any length of time without further advertisement as provided for by law.

**FRANK J. PROVENZANO, SR.
SHERIFF**

DATED: September 25, 2018
Phelan Hallinan Diamond & Jones, PC
400 Fellowship Road, Suite 100
Mt. Laurel, New Jersey 08054