

**N THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

WACHOVIA MORTGAGE, FSB,)	C.A. No. N10L-02-074
A Federal Savings Bank organized)	
And existing under the laws of the United)	Tax Parcel No. 07-029.00-008
States of America,)	
)	In Rem Action
Plaintiff,)	Scire Facias Sur Mortgage
)	Mortgage Record:
v.)	No. 20080604-0038782
)	
LEO JOHN RAMUNNO,)	
KATHLEEN RENEE RAMUNNO,)	
)	
Defendants.)	

ORDER

AND NOW, TO WIT, this 28th day of June 2011, Plaintiff's Motion for Default Judgment and the opposition thereto having been duly heard and considered;

IT APPEARS TO THE COURT THAT:

1. On May 22, 2008, Defendant Leo John Ramunno ("Mr. Ramunno") executed a mortgage, with Wachovia Mortgage, FSB ("Wachovia") as mortgagor, against his residence, recorded in Instrument No. 20080604-003872.¹ The subject real estate was titled in Mr. Ramunno and Kathleen Renee Ramunno's ("Mrs. Ramunno") names.² The mortgage at issue lists Mr. Ramunno as the Mortgagee on the first page but makes no reference to Mrs. Ramunno.³ At closing, Mrs. Ramunno executed the mortgage and her

¹ See Exhibit A to Plaintiff's Letter Memorandum (Trans. ID. 37064608).

² Mr. and Mrs. Ramunno will collectively be referred to as "Defendants." Mr. and Mrs. Ramunno are husband and wife.

³ *Id.*

signature was included in the acknowledgment with the word “seal” written next to her signature.⁴

2. Mr. Ramunno has since defaulted and owes Wachovia the principal amount with interest from July 1, 2009 and reasonable counsel fees, late charges and costs.⁵

3. On March 17, 2011, Wachovia filed a Motion for Default Judgment seeking an order of Default Judgment against Mr. and Mrs. Ramunno.⁶

4. Defendants argue that because Mrs. Ramunno is not named as a borrower on the face of the mortgage, there is no basis to grant judgment against her.⁷ Further, Defendants argue that Mrs. Ramunno did not sign the mortgage under “seal,”⁸ and thus, only the Court of Chancery has jurisdiction to foreclose on the property.⁹

5. Wachovia argues that Mrs. Ramunno’s signature clearly indicated her intent to be a party to the mortgage. Further, Wachovia argues that the word “seal” next to her signature validly created a mortgage under “seal.”

6. 25 *Del. C.* § 2101 (a) provides a template for valid Delaware mortgages. However, 25 *Del. C.* § 2101(c) states, “[n]othing herein contained shall invalidate a mortgage not made in the above form” “The *sine qua non* of a ‘mortgage’ is not the form of the document but the intention of the parties to secure a debt with a pledge of real

⁴ *Id.*; (A notary acknowledgment attached to the mortgage states that Leo John Ramunno *and* Kathleen Renee Ramunno are parties to the mortgage).

⁵ *See* Complaint ¶ 2 (Trans. ID. 29489045) (Mr. Ramunno does not contest that he is in default of the mortgage).

⁶ *See* Motion for Default Judgment (Trans. ID. 36533355).

⁷ *See* Defendants’ Letter Memorandum (Trans. ID. 37064608).

⁸ Apparently, Defendants argue that because an embossed paper wafer was not affixed to the document, the mortgage is not under “seal.”

⁹ *Id.*

property.”¹⁰ By signing the last page of the mortgage next to the word “seal,” Mrs. Ramunno manifested an intent to pledge her interest in the real estate.

7. It is well settled law that the printed word “seal” next to an individual’s name is all that is required to create a “sealed instrument,”¹¹ and thus, the mortgage at issue in this case was created “under seal.”

Consequently Default Judgment shall be entered against the Defendants for the amounts set forth below.

Principal Amount Due	\$577,748.33
Interest from July 1, 2009 to April 6, 2011 at \$92.99 <i>per diem</i>	\$59,355.92
TOTAL PRINCIPAL & INTEREST DUE	\$637,104.25
Escrow Advances	\$9,232.69
Accumulated Late Charges	\$2,669.89
Foreclosure costs	\$370.50
TOTAL DEBT DUE	\$649,377.33
IT IS SO ORDERED.	

Jan R. Jurden, Judge

¹⁰ *Handler Const., Inc. v. CoreStates Bank, N.A.*, 633 A.2d 356, 363 (Del. 1993).

¹¹ *Whittington v. Dragon Group, L.L.C.*, 991 A.2d 1, 14 (2009).