

# Einhorn Barbarito Partner Jennifer Fortunato Responds To NJ.Com Query, “My Ex Forged My Signature. What Now?”

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Q. My ex-husband signed my name to a home equity loan during our two-year divorce proceedings, arranging for two separate balloon payments that equal \$45,000. I have no idea where that money went, and I was out of the country when the papers were signed. We had agreed to sell the home and split the profits, but now that he took that loan, there would be no profit on the sale. Can I refuse to sell the house?

A. Yikes. You may have to go after your ex to get what's yours.

"You should refuse to sell the residence and file an application with the court seeking that your ex-husband be solely responsible for this home equity line, and that he be required to pay this loan at closing from his assets — not the equity in the residence — so that you can obtain your 50 percent share of the profits as if this loan did not exist," said [Jennifer Fortunato](#), a partner with Einhorn Barbarito' [Family Law](#) department.

Read the NJ.Com ‘Biz Brain’ article [here](#) in it's entirety.