

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	
ONEWEST BANK N.A., <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> RICHARD IAMMATTEO, ELSIE IAMMATTEO and "JOHN DOE No. 1" through "JOHN DOE No. 10" inclusive, the names of the last 10 defendants being fictitious, the true names of said defendants being unknown to Plaintiff, it being intended to designate fee owners, tenants or occupants of the mortgaged premises and/or persons or parties having or claiming an interest in or a lien upon the mortgaged premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and the assignees, lienors, creditors and successors in interest of them, and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein, <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">Case No.: 2:15-cv-00434</p> <p style="text-align: center;">JUDGMENT OF FORECLOSURE AND SALE</p> <p style="text-align: center;">ORDER</p>

On the Complaint duly filed in this action on January 28, 2015, the Notice of Pendency of Action filed with the Nassau County Clerk on June 10, 2015, the Affidavit of Caryn Edwards sworn to on December 9, 2015, the Notice of Motion dated December 9, 2015, the Affirmation of Rachel B. Drucker, Esq. dated December 9, 2015 with exhibits annexed thereto, and Plaintiff's Memorandum of Law dated December 9, 2015, from which it appears that this action was brought to foreclose a certain mortgage on real property situate in Nassau County, New York, at 1682 Northern Boulevard, Laurel Hollow, New York, by reason of certain defaults alleged in the Complaint; and it appearing that all the defendants have been duly served with a copy of the Summons and Complaint or have appeared herein, except that defendant Cynthia

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Vinora s/h/a John Doe No. 1, served with a copy of the Pleadings, and defendants "John Doe No. 2" through "John Doe No. 10" not served copies of the Summons and Complaint, are not necessary parties to this action, and no answer has been interposed by other defendants though the time to do so has expired and has not been extended; and it appearing that none of the defendants is an infant, incompetent, or absentee, or in the military, and that since the filing of the Notice of Pendency of this action on June 10, 2015, the Complaint has not been further amended in any manner whatsoever; and this matter having regularly come on to be heard, and after due deliberation having been had thereon,

And, on reading and filing the Affidavit of Caryn Edwards sworn to on December 9, 2015, with exhibits annexed thereto, it appears that the sum due to Plaintiff for unpaid principal, interest, assignment recording, and advances is \$906,088.53 as of December 8, 2015, and that the Premises should be sold as one parcel, and on the Affirmation of Rachel B. Drucker, Esq. dated December 9, 2015, it appears that the sum due to Plaintiff ~~for legal fees is \$8,839.50,~~ and for reimbursement of disbursements incurred is \$4,287.12, and additional sums would be due to Plaintiff from December 8, 2015 to the conclusion of the action,

Now, upon proof of due notice of this application upon all parties who have not waived the same, and this matter having regularly come on to be heard, and there being no opposition thereto,

NOW, upon motion of Windels Marx Lane & Mittendorf, LLP, attorneys of record for Plaintiff, it is

ORDERED, that the motion is granted; and it is further

ORDERED, that this action be, and the same is hereby referred to _____
Jeffrey Stadler, Esq., with an office
at 1425 RKR Plaza, Uniondale, NY 11556.

telephone number (516) 663-6584, as ~~Special Master~~ ^{Referee} to ascertain and compute the amount due to Plaintiff herein pursuant to the note and mortgage, including but not limited to, unpaid principal balance, interest, escrow advances, and recoverable balance due and owing on the note secured by the mortgage, and to examine and report whether the premises should be sold in one parcel, and it is further

ORDERED, that upon submission of the ~~Special Master's~~ ^{Referee's} Report, Plaintiff shall pay \$1,000⁰⁰ to the ~~Special Master~~ ^{Referee} as compensation for his/her services, which sum may be recouped as a cost of litigation; and it is further

~~ORDERED, that the Special Master appointed herein is subject to the requirements of Rule 53 of the Federal Rules of Civil Procedure, and, if the Special Master is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Special Master shall notify the Appointing Judge forthwith, and it is further~~

~~ORDERED, that by accepting this appointment the Special Master certifies that he/she is in compliance with Rule 53 of the Federal Rules of Civil Procedure, including, but not limited to, section 53(a)(2) ("Disqualification"), section 53(c) ("Master's Authority") and section 53(g) ("Compensation"), and it is further~~

~~ORDERED, the caption herein be amended to substitute CIT Bank, N.A. in place and in stead of plaintiff OneWest Bank N.A.;~~

~~ORDERED, the names of defendants "John Doe No. 1" through "John Doe No. 10" are hereby stricken from the caption and that the action be discontinued as to them, all of the foregoing without prejudice to any of the proceedings heretofore had herein or to be had herein, and the caption hereinafter to read as follows:~~

ORDERED, that Plaintiff's motion to withdraw its motion for attorney's fees (Docket Entry 46) is GRANTED and Plaintiff's motion for attorney's fees (Docket Entry 41) is WITHDRAWN, and it is further

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	
CIT BANK, N.A., Plaintiff, vs. RICHARD IAMMATTEO and ELSIE IAMMATTEO, Defendants.	Case No.: 2:15-cv-00434

and it is further,

ORDERED, ADJUDGED AND DECREED that the mortgaged premises, commonly known as 1682 Northern Boulevard, Laurel Hollow, New York and more particularly described in Schedule "A" annexed hereto (the "Premises") be sold, in one parcel, at public auction Lobby of the for the Eastern District of N.Y., in the United States Courthouse, Room _____, Alfonse M. D'Amato Federal Building, United States District Court, 100 Federal Plaza, Central Islip, New York, on any day of the week the courthouse is open at a time selected by the Referee, by and under the direction of ~~Special Master~~ Jeffrey Studler or U.S. Magistrate Judge Hon. _____, who is hereby appointed Referee for that purpose (hereinafter "Referee"), that the said Referee set the date of sale and give public notice of the time and place of such sale in accordance with New York Real Property Actions and Proceedings Law ("RPAPL") §231 in ~~the~~ Newsday published in Nassau County, New York, and it is further

ORDERED, ADJUDGED AND DECREED that said Referee shall accept at such sale the highest bid offered by a bidder, who shall present government-issued photo identification to the Referee, and shall require that such successful bidder immediately pay to the Referee in cash or certified or bank check payable to such Referee, ten (10%) percent of the sum

bid and shall execute Referee's Terms of Sale for the purchase of the Premises, unless such successful bidder is Plaintiff herein, in which case, no deposit against the purchase price shall be required, and it is further

ORDERED, ADJUDGED AND DECREED that in the event the first successful bidder fails to immediately pay the ten percent deposit as provided herein or fails to execute the Terms of Sale immediately following the bidding upon the Premises, the Premises shall thereafter immediately, on the same day, be re-offered at auction, and it is further

ORDERED, ADJUDGED AND DECREED that the closing of title shall take place at the office of the Referee at or at such other location as the Referee shall determine within thirty (30) days, unless otherwise stipulated by Plaintiff, the Referee, and the purchaser; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee deposit all funds received pursuant to this Judgment in his own name as Referee for the benefit of this action with the Clerk of this Court, which proceeds of sale may be withdrawn on his own order in connection with the closing of title pursuant to this Judgment, and it is further

ORDERED, ADJUDGED AND DECREED that said Referee on receiving the proceeds of such sale shall forthwith pay therefrom:

FIRST: The statutory fees and commissions of said Referee, if any. In the event a scheduled sale is adjourned, cancelled, or postponed, Plaintiff shall compensate the Referee in the sum of \$250.00 for each adjournment, cancellation, or postponement, unless the Referee has requested the adjournment, cancellation, or postponement, should the Referee be entitled to such compensation. Such compensation may be

recouped from the proceeds of sale as a cost to Plaintiff. This Judgment shall constitute the necessary prior authorization for compensation as set forth herein.

SECOND: The expenses of the sale, including the cost of advertising as shown on the bills presented and certified by said Referee to be correct, copies of which shall be annexed to the Report of Sale.

THIRD: Pursuant to RPAPL §1354, in accordance with their priority according to law, taxes, assessments, sewer rents, water rates and any charges placed upon the Premises by a municipal agency which have priority over the foreclosed mortgage, which are liens on the Premises at the time of sale with such penalties which may have lawfully accrued thereon to the date of payment.

FOURTH: Said Referee shall then pay to Plaintiff or to Plaintiff's attorneys the sum of \$906,088.53, the said amount so reported due as aforesaid, together with interest thereon from December 8, 2015, the date the interest was calculated to in said Report at the Note rate, to the date of entry of this Judgment, and thereafter at the statutory post-judgment rate to the date of transfer of title, or so much thereof as the purchase money of the Premises will pay of the same, ~~together with \$8,839.50 awarded to Plaintiff as~~
~~reasonable legal fees,~~ together with ~~\$4,257.12,~~ awarded to Plaintiff as reimbursement for disbursements, together with any advances as provided for in the instrument which Plaintiff may have made for taxes, insurance, principal and interest and any other charges due to prior mortgages or to inspect, repair, appraise and/or maintain the Premises pending the consummation of this foreclosure sale, not previously included in the computation and upon presentation to the Referee of receipts for said expenditures, all together with interest thereon pursuant to the Note and Mortgage, as above provided, and

copies of such receipts shall be annexed to the Referee's Report of Sale pursuant to RPAPL §1355, and it is further

ORDERED, ADJUDGED AND DECREED that in case Plaintiff be the purchaser of said mortgaged Premises at said sale, said Referee shall not require Plaintiff or Plaintiff's assignee to pay in cash the entire amount bid at said sale, but shall execute and deliver only to Plaintiff or to Plaintiff's assignee a Deed of the Premises sold upon the payment to said Referee of the sum awarded to him or her under the above provisions marked "FIRST", "SECOND", and "THIRD" if such expenses were paid by the Referee, or in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing the payment thereof. The balance of the amount bid, after deducting therefrom the aforementioned payments for Referee for compensation and expenses, taxes, assessments, sewer rates, water rates, and priority liens of a municipal agency, shall be allowed to Plaintiff and applied by said Referee upon the amounts due to Plaintiff as specified above in item marked "FOURTH". If upon so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to Plaintiff, then Plaintiff shall pay to said Referee, upon delivery to Plaintiff of said Referee's Deed, the amount of such surplus, which shall be applied by the Referee, upon motion made pursuant to RPAPL §1351(3) and proof satisfactory to the Referee of the sums due thereon, to any subordinate mortgage duly recorded against the Premises, pursuant to RPAPL §1345(3), which payment shall be reported in the Referee's Report of Sale. Any surplus remaining after all payments as herein provided shall be deposited into Court in accordance with RPAPL §1345(4) and the Referee shall give notice of such surplus to the owner of the mortgaged Premises as identified by Plaintiff at the time of the sale, and it is further

ORDERED, ADJUDGED AND DECREED that said Referee take the receipt of Plaintiff or Plaintiff's attorney for the amounts paid as herein before directed in item marked "FOURTH", and file it with his/her Report of Sale, that he/she deposit the surplus monies, if any, with the Clerk of this Court within five (5) days after the same shall be received unless such period be deemed extended by the filing of an application for additional compensation as set further herein, to the credit of this action, to be withdrawn only on the order of the Court, signed by a judge of the Court; that the said Referee make his/her Report of such Sale under oath showing the disposition of the proceeds of the sale and accompanied by the vouchers of the person to whom payments were made and file it with the Clerk of this Court within thirty (30) days after completing the sale and executing the proper conveyance to the purchaser, or within thirty days of the decision of the Court with respect to any application for additional compensation; and it is further

ORDERED, ADJUDGED AND DECREED that if the proceeds of such sale be insufficient to pay the amount reported due to Plaintiff with interest and costs as aforesaid, Plaintiff may recover of defendant Richard Iammateo, the whole deficiency or so much thereof as the Court may determine to be just and equitable of the residue of the debt remaining unsatisfied after the sale of the mortgaged Premises and the application of proceeds thereof, provided a motion for deficiency judgment shall be made as prescribed by RPAPL §1371 within ninety (90) days of the delivery of the Deed by the Referee, and the amount thereof is determined and awarded by an order of this Court as provided for in said action, and it is further

ORDERED, ADJUDGED AND DECREED that the purchaser or purchasers at such sale be let into possession of the Premises on production of the Referee's Deed or Deeds; and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in this action, and all persons claiming under any of them after the filing of such Notice of Pendency of this action, be and they are hereby forever barred and foreclosed of all right, claim, lien, title, interest and equity of redemption in the said mortgaged Premises and each of every part thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that said Premises to be sold in one parcel in "as is" physical order and condition on the day of sale, subject to:

- any state of facts that an inspection of the Premises would disclose;
- any state of facts that an accurate survey of the Premises would disclose;
- sums, if any, of real estate taxes, and assessments, water, sewer, and vault charges, with interest and penalties, including lien and certificate sales for delinquent items, unless paid from the proceeds of the foreclosure sale;
- covenants, reservations, restrictions, easements, declarations, rights of way and public utility agreements of record, if any;
- any building and zoning ordinances of the municipality in which the mortgaged Premises is located and any violations of same;
- any and all rights of tenants, or persons in possession of the Premises other than tenants, or any portion thereof;
- any equity of redemption of the United States of America to redeem the Premises or any portion thereof within one hundred twenty (120) days from date of sale; and
- prior lien(s) of record to the mortgage being foreclosed, if any, except those liens addressed in RPAPL §1354;

and it is further

ORDERED, that in the absence of the Referee, the Court may designate a Substitute Referee forthwith; and it is further

ORDERED, that a copy of this Judgment with Notice of Entry shall be served upon the designated ~~Special Master or~~ Referee, the owner of the equity of redemption as of the

date of filing of the Notice of Pendency, any tenants or occupants named in this action, and any other party entitled to notice.

The description of the Premises encumbered by the mortgage being foreclosed is annexed hereto as Schedule "A".

SO ORDERED:
15/ **JOANNA SEYBERT**
Joanna Seybert, USDJ
Dated: July 24, 2017
Central Islip, NY

SCHEDULE A

Legal Description

Section 14 Block A and Lot 173

ALL that certain plot, piece or parcel of land, situate, lying and being near Cold Spring Harbor, in the Town of Oyster Bay, County of Nassau (formerly Queens) and State of New York, bounded and described as follows;

COMMENCING at a point on the southeasterly side of the Highway leading from Cold Spring to Syosset, as widened, n/k/a North Hempstead Turnpike (NYS Route 25A), said point of beginning being distant 2259.92 feet northeasterly from the corner formed by the intersection of the southeasterly side of the aforesaid highway and the northwesterly side of Springwood Path and from said point of beginning;

RUNNING THENCE along said highway, North 35 degrees 55 minutes 21 seconds East, 60 feet to a point;

THENCE still along said highway along the arc of a curve bearing to the right having a radius of 456.11 feet a distance of 142.43 feet to a point;

THENCE still along said highway North 72 degrees 10 minutes 21 seconds East, 55.60 feet to a point and land now or formerly of Helen Stewart;

THENCE along land now or formerly of Helen Stewart South 20 degrees 32 minutes East, 96.03 feet to a stake and land now or formerly of Kevin and Karen Peck;

THENCE along land shown on Map of Oakridge, Section 2, No. 7698, the following 5 courses and distances:

- 1) South 60 degrees 24 minutes 58 seconds West, 52.38 feet;
- 2) South 21 degrees 15 minutes 22 seconds West, 113.52 feet;
- 3) South 64 degrees 53 minutes 40 seconds West, 41.95 feet;
- 4) North 63 degrees 23 minutes 20 seconds West, 72.00 feet;
- 5) North 38 degrees 25 minutes 10 seconds West, 50.55 feet to the southeasterly side of Hempstead Turnpike (NYS Route 25A) the point or place of BEGINNING.

Premises known as 1682 Northern Boulevard, Laurel Hollow, New York.