

Comm-6

At I.A.S. Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse thereof, located at 360 Adams Street, Brooklyn, New York 11201 on the 23 day of May, 2024.

PRESENT: HON. LAWRENCE KNIPEL, J.S.C.
JUSTICE OF THE SUPREME COURT

M/S #2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X	
BRIDGEPORT FUNDING LLC,	: Index No.: 521277/23
	: :
Plaintiff,	: JUDGMENT OF
-against-	: FORECLOSURE AND
	: SALE
147 CLIFTON PLACE LLC, NEW YORK STATE	: :
DEPARTMENT OF TAXATION AND FINANCE,	: :
HARRIET KRASILOVSKY, JOHN DOE # 1 - #	: :
10, JANE DOE # 1 - # 10, the last two names	: :
being fictitious, it being intended to name all	: :
other parties who may have some interest in or	: :
lien upon the premises described in the	: :
complaint,	: :
	: :
Defendants.	: :
-----X	

Upon the Summons and Verified Complaint and Notice of Pendency of this action, all e-filed in the Kings County on July 25, 2023, the Notice of Motion dated May 13, 2024, the Affirmation of Warren S. Dank, Esq. dated May 13, 2024 along with all other exhibits annexed hereto, all in support of Plaintiff's Motion for a Judgment of Foreclosure and Sale; and

Upon the proof that Defendant 147 Clifton Place LLC ("Defendant") has been duly served with the Summons and Verified Complaint and Notice of Pendency of this action and has not appeared in this action; and

Upon the Court on March 20, 2024 granting Plaintiff an Order of Reference and Default Judgment to compute amount due and owing; and

A Referee having been appointed to compute the amount due to Plaintiff pursuant to the Mortgage Note and Mortgage set forth in the Verified Complaint and to examine whether the mortgaged property can be sold in one parcel; and

Upon the reading and filing the Report of Jeffrey Miller, Esq. dated May 9, 2024 showing the sum of \$486,675.00 for said loan, plus a per diem in the sum of \$320.00 for each day thereafter and that the mortgaged property should be sold in one parcel; and

Upon proof of due notice of this Motion upon all parties entitled to receive same, and upon all the prior proceedings and paper filed herein;

Now, on Motion by Warren S. Dank, Esq., attorney for the Plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that the Motion is granted without opposition; and it is further

ORDERED, ADJUDGED AND DECREED that JOHN DOE # 1 - # 10, JANE DOE # 1 - # 10 shall be removed from the caption; and it is further

ORDERED, ADJUDGED AND DECREED that the caption shall now read

as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

BRIDGEPORT FUNDING LLC,

Plaintiff,

-against-

147 CLIFTON PLACE LLC, NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE,

Defendants.

ORDERED, ADJUDGED AND DECREED that the Referee's Report of Jeffrey Miller, Esq., dated May 9, 2024 be, and the same is, hereby in all respects ratified and confirmed, and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property described in the Verified Complaint and as hereinafter described, or such part thereof as may be sufficient to discharge the mortgaged debts, the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days of the date of this Judgment, in one parcel, at a public auction at the

Kings County Supreme Courthouse, by and under the

direction of Jeffrey R. Miller, Esq., 32 Broadway, 13th Floor, New York, New York 10004 who is hereby appointed Referee for that purpose, that said Referee give public notice of the time and place of sale in accordance with RPAPL § 231 in the publication of Brooklyn Eagle; and it is further

ORDERED, ADJUDGED AND DECREED that by accepting this appointment, the Referee certifies that he/she is in compliance with Part 36 of the

Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to §36.2(c) ("Disqualifications from appointment") and §36.2(d) ("Limitations on appointments based upon compensation"); and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee is prohibited from accepting or retaining any funds for him/herself or paying funds to him/herself without compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall conduct the foreclosure sale only if Plaintiff, its successors and/or assignees, or its representatives is present at the sale, and it is further

ORDERED, ADJUDGED AND DECREED that if the Referee does not conduct the sale within 90 days of the date of the Judgment in accordance with CPLR 2004, the time fixed by RPAPL § 1351(1) is extended for the Referee to conduct the sale of the property as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property, and pay to the Referee, by certified or bank check, ten percent (10%) of the sum bid, unless the successful bidder is Plaintiff 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 execute the Terms of Sale on the property immediately following the bidding upon the property or fails to immediately pay the ten percent (10%) deposit as required, the property shall immediately and on the same day be reoffered at auction, without further Order of the Court; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall then deposit the down payment for the property and proceeds of sale, as necessary, in any NY bank his own name as Referee in accordance with CPLR 2609; and it is further

ORDERED, ADJUDGED AND DECREED that after the property is sold, the Referee shall execute a deed to the purchaser in accordance with RPAPL § 1353 and the terms of sale, which shall be deemed a binding contract; and it is further

ORDERED, ADJUDGED AND DECREED that in the event a party other than the Plaintiff become the purchaser of the property at the sale, the closing of title shall be held no later than 30 days after the date of such sale, time of the essence to the sale date, and it is further

ORDERED, ADJUDGED AND DECREED that if Plaintiff (or its affiliate, as defined in paragraph (a) of subdivision 1 of section six-I of the Banking Law) is the purchaser, such party shall place the property back on the market for sale or other occupancy: (a) within 180 days of the execution of the deed of sale, or (b) within 90 days of completion of the construction, renovation, or rehabilitation of the properties, provided that such construction, renovation or rehabilitation proceed diligently to completion, whichever comes first, provided however, that a

court of competent jurisdiction may grant an extension for good cause, and it is further

ORDERED, ADJUDGED AND DECREED that the Referee on receiving the proceeds of the sale of the property, shall forthwith pay therefrom, in accordance with their priority according to the law, all at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of the payment; and it further

ORDERED, ADJUDGED AND DECREED that the Referee then deposit to balance of said proceeds for the property in his own name as Referee in said bank and shall thereafter make the following payments in accordance with RPAPL § 1354 as follows:

FIRST: The Referee statutory fees for conducting the sale in accordance with CPLR 8003(b), not to exceed \$750.00. In the event a sale was cancelled or postponed, Plaintiff shall compensate the Referee in the sum of \$ 350 for each adjournment or cancellation, unless the Referee caused the delay;

SECOND: All taxes, assessments, and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not become absolute, and any other amounts due in accordance with RPAPL § 1354(2). The Purchaser shall be responsible for interest and penalties due on any real property taxes on the property accruing after the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;

FOURTH: The Referee shall then pay to Plaintiff or its attorney the Following:

Amount Due per Referee Report: \$486,675.00, with the 24% default interest from May 1, 2024 until the date of entry of this Judgment, together with any advances as provided for in the Mortgage and Mortgage Note which Plaintiff has made for taxes, insurance, principal, and interest, and any other charges due to prior mortgages or to maintain the property pending consummation of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the Mortgage and Mortgage Note, and then with interest from the date of entry of this Judgment at the 24% interest default rate pursuant to the Mortgage and Mortgage Note until the date the deed is transferred;

Costs and Disbursements: \$2,350.00 adjudged to the Plaintiff for costs and disbursements in this action with the 24% default interest rate from the date of the entry of this Judgment;

Additional Allowance \$ 300 is hereby awarded to Plaintiff in addition to costs, with the 24% default interest rate from the date of the entry of this Judgment pursuant to CPLR Article 83;

\$5000

Attorneys' Fees: ~~\$10,000.00~~ is hereby awarded to Plaintiff as reasonable legal fees herein, with the 24% default interest rate from the date of the entry of this Judgment;

FIFTH: Surplus monies arising from the sale shall be paid into court by the officer conducting the sale within five days after receipt in accordance with RPAPL § 1354(4) and in accordance with local County rules regarding Surplus Monies, and it is further

ORDERED, ADJUDGED AND DECREED that if the Plaintiff is the purchaser of the property, or in the event the rights of the purchaser of such sale and the terms of the sale under this Judgment shall be assigned to and be acquired by Plaintiff, and a valid assignment thereof is filed with said Referee, said Referee shall not require Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to Referee of the amounts specified in items marked "First", "Second", and "Third" above, that the Referee shall allow Plaintiff to pay the amounts specified in "Second" and "Third" above when it is recording the deeds; that the balance of the bid, after deducting the amounts paid by Plaintiff, shall be applied to the amount due Plaintiff as specified in paragraph "Fourth" above; that Plaintiff shall pay any surplus after applying the balance of the bid to the Referee, who shall deposit it in accordance with paragraph "Fifth" above; and it is further

ORDERED, ADJUDGED AND DECREED that all expenses of recording the Referee's deed, including real property transfer tax, which is not a lien upon the property at the time of sale, shall be paid by the purchaser, not by the

Referee from sale proceeds, and that any transfer tax shall be paid in accordance with Tax Law § 1404; and it is further

ORDERED, ADJUDGED AND DECREED that if the sale proceeds distributed in accordance with paragraphs "First", "Second", "Third", and "Fourth" above are insufficient to pay Plaintiff the Amount Due per the Referee's Report as set forth in paragraph "Fourth" above, Plaintiff may seek to recover a deficiency judgment against Defendant in accordance with RPAPL §1371 if permitted by law; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property is to be sold in one parcel in "as is" physical order and condition, subject to any condition that an inspection of the property would disclose, any facts that an accurate survey of the property would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgage property is located and possible violations of same; any rights of tenants or persons in possession of the subject properties; prior liens of record, if any, except those liens addressed in RPAPL § 1354; any equity of redemption of the United States of America to redeem the property within 120 days from the date of sale; and any rights pursuant to CPLR 317, 2003 and 5015, or any appeal or notice of appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee or any other person not a party herein contesting the validity of this foreclosure action including any litigation brought by the prior owner of the foreclosed property claiming any fraudulent conveyance of the property; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property will be sold subject to provisions of filed Judgment of Foreclosure and Sale and Terms of Sale and that the Referee is only to provide the purchaser Marketable Title and not Insurable Title; and it is further

ORDERED, ADJUDGED AND DECREED that the Purchaser be let into possession of the property upon production in hand of the Referee's Deed or upon personal service of the Referee's Deed in accordance with CPLR 308, and it is further

ORDERED, ADJUDGED AND DECREED that the Defendants in this action and all persons claiming through them and any person obtaining an interest in the property after the filing of the Notice of Pendency are barred and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the mortgaged property; and it is further

ORDERED, ADJUDGED AND DECREED that within 30 days after completing the sale and executing the property conveyance to the Purchaser, unless the time is extended by the court, the officer making the sale shall file with the clerk's report under oath of the disposition of the proceeds of sale in accordance with RPAPL § 1355(1) and follow all local County rules regarding handling of Surplus Monies, and it is further

ORDERED, ADJUDGED AND DECREED that if the Purchaser or Purchasers at said sale default(s) upon the bid and/or terms of sale or does not close within 30 days, time of the essence to the closing date, the Referee may place the property for resale without Court approval and shall immediately remit payment of the successful bidder's 10% down payment to Plaintiff in accordance

to the terms of sale without first obtaining Court approval to release the down payment to Plaintiff and without the successful bidder's permission and/or consent; and it is further

ORDERED, ADJUDGED AND DECREED that Plaintiff shall serve a copy of this Judgment with Notice of Entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties or persons entitled to service, including the Referee appointed herein; and it is further

ORDERED, ADJUDGED AND DECREED that nothing herein shall be deemed to relieve Plaintiff of any obligations imposed by RPAPL § 1307 and RPAPL § 1308 to secure and maintain the property until such time as ownership of the property has been transferred and the deed duly recorded; and it is further

ORDERED, ADJUDGED AND DECREED that, when the Referee files a report of sale, she shall concurrently file a Foreclosure Action Surplus Monies Form; and it is further

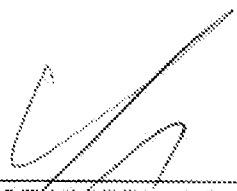
ORDERED, ADJUDGED AND DECREED that to ensure compliance herewith, Plaintiff shall file a written report with the Court within six months from the date of the entry of this Judgment stating whether the sale has occurred and the outcome thereof.

Said property is and located at 147 Clifton Place, Brooklyn, New York
11238 a/k/a Block 1949, Lot 54. A copy of the legal description is referenced in
the Notice of Pendency and Amended Notice of Pendency as Schedule A.

Dated:

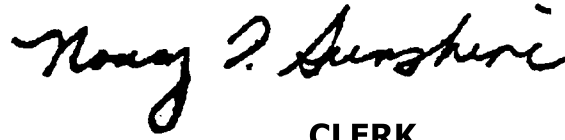
5/23/24

ENTER:



HON. LAWRENCE KNIPEL, J.S.C.

HON. LAWRENCE KNIPEL
ADMINISTRATIVE JUDGE



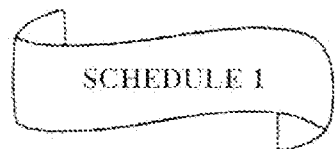
CLERK

FILED

2024 JUN 17 AM 9:45

KINGS COUNTY CLERK

FEE _____



Title No. CV1401K

DESCRIPTION

All that certain piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Clifton Place, distant 245 feet Westerly from the corner formed by the intersection of the Northerly side of Clifton Place with the Westerly side of Franklin Avenue;

RUNNING THENCE Northerly parallel with Franklin Avenue, 100 feet;

THENCE Westerly parallel with Clifton Place, 30 feet;

THENCE Southerly again parallel with Franklin Avenue, 100 feet to the Northerly side of Clifton Place;

THENCE Easterly along the Northerly side of Clifton Place, 30 feet to the point or place of BEGINNING.

