

the defendants answered, moved or appeared with respect thereto, although their time to do so has expired and has not been extended by this Court or otherwise; except that Morgan submitted an Answer to the Complaint, which Answer was stricken by Order of this Court granted on September 14, 2018, and that Defendant has been given notice hereof; none of the defendants are infants, incompetents or absentees and, since the filing of the notice of pendency of this action, the complaint herein has not been amended so as to make new parties defendants to this action or so as to embrace real property other than that described in the original complaint so as to extend the plaintiff's claim against the mortgaged premises; and that the complaint herein and due notice of the pendency of this action containing all the particulars required to be stated therein were duly filed in the Office of the Clerk of the County of Kings on August 31, 2016, and an Order of Reference having been duly made to compute the amount due to the plaintiff upon the note and mortgage set forth in the complaint and to examine and report whether the mortgaged premises can be sold in parcels, from all of which it appears that this is an action brought to foreclose a mortgage on real property situated in the County of Kings together with interest thereon and the expenditures made by plaintiff, which are now due and payable, as more fully reported by Steven Naiman, the Referee herein referred to, and on reading and filing the report of said Referee, by which report, bearing date December 17, 2018, it appears that the sum of \$1,054,205.95 was due as of December 7, 2018, exclusive of counsel fees, and that the mortgaged premises should be sold in one parcel;

On motion of Locke Lord LLP, attorneys for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED that the report of the said Referee be, and the same hereby is, in all respects **RATIFIED** and **CONFIRMED**; and it is

ORDERED, ADJUDGED AND DECREED that the mortgaged premises described in the complaint in this action and hereinafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expense of the sale and the costs of this action as provided by the Real Property Actions and Proceedings Law be sold at public auction at _____, by and under the direction of _____, Esq., who is hereby appointed Referee for that purpose; that this said Referee give public notice of the time and place of such sale according to law and the practice of this Court in _____ and that the plaintiff or any other parties to this action may become the purchaser or purchasers at such sale; that in case the plaintiff shall become the purchaser at the said sale he shall not be required to make any deposit thereon; that said Referee execute to the purchaser or purchasers on such sale a deed of the premises sold; that such Referee on receiving the proceeds of such sale forthwith pay therefrom, in accordance with their priority according to law, the taxes, assessments or water rates which are or may become liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon, to the date of payment deposit, that said Referee then deposit the balance of said proceeds of sale in his/her own name as Referee in _____ and shall thereafter make the following payments and his/her checks drawn for that purpose shall be paid by the said depository.

FIRST. The statutory fees of said Referee, not to exceed \$ _____.

SECOND. The expenses of the sale and the advertising expenses as shown on the bills presented, and certified by said Referee to be correct, duplicate copies of which shall be left with said depository.

THIRD. Said Referee shall also pay to the plaintiff or plaintiff's attorney the sum of \$ _____, adjudged to the plaintiff for costs and disbursements in this action, with interest thereon from the date hereof, together with an additional allowance of \$300.00 hereby awarded to the plaintiff in addition to costs, with interest thereon from the date hereof; and also \$1,054,205.95 the said amount so reported due as aforesaid, together with the interest thereon from December 7, 2018 as provided in said report or so much thereof as the purchase money of the mortgaged premises will pay of the same, together with \$ _____ hereby awarded to the plaintiff as reasonable legal fees herein, together with any advances which the plaintiff has made for taxes, fire insurance, principal and interest and any other charges due to prior mortgagees, or to maintain the premises pending the consummation of this foreclosure sale, all together with interest thereon pursuant to the mortgage.

FOURTH. If such Referee intends to apply for a further allowance for her/his fees, application shall be made to the Court therefor upon due notice to those parties entitled thereto.

That in case the plaintiff be the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchaser at said sale and the terms of sale under this judgment shall be assigned to and be acquired by the plaintiff, and a valid assignment thereof filed with said Referee, said Referee shall not require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed or deeds of the said premises sold upon the payment to said Referee of the amounts specified above in items marked "FIRST" and "SECOND" and the amounts of the aforesaid taxes, assessments and water rates, and interest or penalties thereon, 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; that the balance of the amount bid, after deducting therefrom the aforesaid amounts paid by the plaintiff

for Referee's fees, advertising expenses, and taxes, assessments and water rates, shall be allowed to the plaintiff and applied by said Referee upon the amounts due to the plaintiff as specified above in item marked "THIRD"; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the plaintiff, the plaintiff shall pay to said Referee, upon delivery to plaintiff of said Referee's deed, the amount of such surplus; that said Referee on receiving said several amounts from plaintiff shall forthwith pay therefrom said taxes, assessments, water rates, and interest or penalties thereon unless the same have already been paid, and shall then deposit the balance.

That said Referee take the receipt of the plaintiff or plaintiff's attorney for the amounts paid as hereinbefore directed in item marked "THIRD" and file it with her report of sale; that he/she deposit the surplus monies, if any, with the Kings County Clerk/Treasurer within five days after the same shall be received and be ascertainable, to the credit of this action, to be withdrawn only on the order of the Court, signed by a Justice 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 the County of Kings within thirty days after completing the sale and executing the proper conveyance to the purchaser and that if the proceeds of such sale be insufficient to pay the amount reported due to the plaintiff with interest and costs as aforesaid, the plaintiff shall recover from Camille Haynes, the whole deficiency or so much thereof as the Court may determine to be just and equitable or the residue of the mortgaged debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Actions

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