

At Part _____ of the Supreme Court held in
the County of Suffolk, at the Suffolk
Courthouse thereof, on the _____ day of
_____, 20_____.

PRESENT: Hon. Thomas Whelan, J.S.C.
JUSTICE OF THE SUPREME COURT

Deutsche Bank National Trust Company, as Trustee under
the Pooling and Servicing Agreement relating to IMPAC
Secured Assets Corp., Mortgage Pass-Through Certificates,
Series 2007-2,

Plaintiff(s),

v.

Lana Hassman; Christine M. Singer, if living, and if she be
dead, her respective heirs-at-law, next of kin, distributees,
executors, administrators, trustees, devisees, legatees,
assignees, lienors, creditors and successors in interest, and
generally all persons having or claiming under, by or
through said who may be deceased, by purchase,
inheritance, lien or otherwise, any right, title or interest in
and to the premises; Deutsche Bank National Trust
Company, as Trustee under the Pooling and Servicing
Agreement relating to IMPAC Secured Assets Corp.,
Mortgage Pass-Through Certificates, Series 2007-2; Clerk
of the Suffolk County Traffic & Parking Violations Agency;
People of the State of New York; Joe Soto; "Mary Doe #1";
"Mary Doe #2",

Defendant(s).

INDEX NO. 600635/2015

ORDER CONFIRMING
REFEREE REPORT AND
JUDGMENT OF
FORECLOSURE AND SALE

MORTGAGED PROPERTY:
9 East Maple Street
Central Islip, NY 11722

~~SBL #:~~ District 0500 Section
121.00 Block 03.00 Lot
056.000

UPON the Summons, Complaint, and Notice of Pendency filed in this action on the 22nd
day of January, 2015, the Supplemental Summons and Amended Complaint filed on the 1st day
of December, 2016 under an Order for Service by Publication and Filing Extension filed on the
7th day of November, 2016, on the Additional Notice of Pendency filed on the 6th day of June,
2018, the Notice of Motion dated 1/30/19, the affirmation by Patrick Gregorits,
Esq., the affidavit of merit and amount due by Monica Vongdara, who is Document Control
Officer of Select Portfolio Servicing, Inc., duly sworn to on December 6, 2018, together with the
exhibits annexed thereto, all in support of Plaintiff's motion for a Judgment of Foreclosure and
Sale; and

UPON proof that the defendant, Christine Singer a/k/a Christine M. Singer, herein has been duly served with the Summons and Complaint in this action, and has appeared by Guardian Ad Litem, Latoya R. James, Esq.; and it appearing that more than the legally required number of days has elapsed since defendants, Lana Hassman, Christine Singer a/k/a Christine M. Singer, Deutsche Bank National Trust Company, as Trustee under the Pooling and Servicing Agreement relating to IMPAC Secured Assets Corp., Mortgage Pass-Through Certificates, Series 2007-2, Clerk of the Suffolk County Traffic & Parking Violations Agency, People of the State of New York, Joe Soto, and "Mary Doe", were so served and/or appeared; and Plaintiff having established to the court's satisfaction that a judgment against defendants is warranted; and

UPON the affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and

UPON proof that non-appearing defendants, Lana Hassman, Deutsche Bank National Trust Company, as Trustee under the Pooling and Servicing Agreement relating to IMPAC Secured Assets Corp., Mortgage Pass-Through Certificates, Series 2007-2, Clerk of the Suffolk County Traffic & Parking Violations Agency, People of the State of New York, Joe Soto, and "Mary Doe", are not absent, in accordance with RPAPL §1321(2); and

A Referee having been appointed to compute the amount due to Plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine whether the mortgaged property can be sold in parcels; and

UPON reading and filing the Report of Sabita Hajaree Ramsaran Esq. dated December 31, 2018, showing the sum of \$565,870.62 due as of the date of said Report and that the mortgaged property may not be sold in parcels; and

UPON reading the report of Latoya R. James, Esq., Guardian Ad Litem and Military Attorney for Defendant Christine Singer, appointed pursuant to an Order of this Court, and the various other papers of said Guardian previously filed herein; and

UPON proof of due notice of this motion upon all parties entitled to receive same, and upon all the prior proceedings and papers filed herein;

NOW, on motion by Patrick Gregorits, Esq., attorney for the Plaintiff, it is hereby **ORDERED, ADJUDGED AND DECREED**, that the motion is granted; and it is further **ORDERED, ADJUDGED AND DECREED**, that the Referee's Report 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 Complaint and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, 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 _____, by and under the direction of Sabita Hajaree Ramsaran, Esq., 1377 Brooklyn Blvd, Bayshore, NY 11706, (631)968-8177 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

_____ ; 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 representative is present at the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assigns, or its representative; 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 as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED, AND DECREED that at the time of sale the Referee shall accept a written bid from the Plaintiff or the Plaintiff's attorney, just as though Plaintiff were physically present to submit said bid; 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, in cash or 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 immediately following the bidding upon the subject 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; and it is further

ORDERED, ADJUDGED, AND DECREED that the Referee shall then deposit the down payment and proceeds of sale, as necessary, in the Referee's I.O.L.A. account maintained for legal clients, in his/her 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 becomes the purchaser at the sale, the closing of title shall be held no later than 30 days after the date of such sale unless otherwise stipulated by all parties to the sale; 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-1 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 construction, renovation, or rehabilitation of the property, provided that such construction, renovation, or rehabilitation proceeded 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 such sale, shall forthwith pay therefrom, in accordance with their priority according

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.