

At an \_\_\_\_\_ of the  
Supreme Court of the State of New York,  
held in and for the County of Suffolk at the  
Courthouse thereof, Supreme Court  
Building, 1 Court Street, Riverhead, New  
York on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

P R E S E N T:

**Honorable \_\_\_\_\_,**  
**Justice.**

SUPREME COURT THE STATE OF NEW YORK:  
COUNTY OF SUFFOLK

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NATIONSTAR MORTGAGE LLC D/B/A  
CHAMPION MORTGAGE COMPANY

Index No: 607591/2016

Plaintiff.

-against-

JUDGMENT OF FORECLOSURE AND  
SALE

WILLIAM P. MILLWATER AKA WILLIAM  
MILLWATER

MIDLAND FUNDING OF DELAWARE LLC  
DBA IN NEW YORK AS MIDLAND  
FUNDING LLC

PEOPLE OF THE STATE OF NEW YORK  
CLERK OF THE SUFFOLK COUNTY  
DISTRICT COURT

SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT

Mortgaged Premises:  
47 Washington Heights Street  
Selden, New York 11784

Defendants.

-----X

Upon the summons and complaint filed herein on May 17, 2016 and notice of pendency of action previously filed herein on May 17, 2016, and on the attorney's statement of Jennifer L. Hernandez-Weiss, Esq., dated November 16, 2017, demonstrating that all of the defendants have been duly served with the summons and complaint herein and the affidavits of

7, 2018 appointing James Pascarella, Esq., as referee to ascertain and compute the amount due to the plaintiff pursuant to the note and mortgage and to protect the lien of said mortgage, and to examine and report whether the mortgage premises can be sold in parcels; and

Upon reading and filing the report of the referee dated November 1, 2018 from which report it appears that the sum of \$330,809.80 was due to plaintiff, as of September 30, 2018, on the note and mortgage described in the complaint, and that the mortgaged premises should be sold in one parcel; and

Upon reading and filing the affidavit of regularity of Deana Cheli, Esq. sworn to on November 12, 2018, demonstrating that all of the defendants have been duly served with the summons and complaint herein and the affidavits of service of the defendant previously filed herein, from which it appears that this action was brought to foreclose a mortgage on certain real property situated in the County of Suffolk and State of New York more commonly known as 47 Washington Heights Street, Selden, New York 11784 and that the whole amount secured by said mortgage is due and payable as computed in the aforesaid Referee's report, and that all of the defendants herein have been duly served with the summons and complaint, and upon the entry of default judgment on plaintiff's foreclosure complaint against the defendants, and that none of the defendants is an infant, incompetent or absentee,

"Sale" is herein defined as the foreclosure auction date.

NOW, on motion of McCabe, Weisberg & Conway, LLC, attorneys for the plaintiff, it is

**ORDERED, ADJUDGED and DECREED**, that the report of the Referee, James Pascarella, Esq., dated November 1, 2018, by and the same is hereby in all respects

ratified and confirmed; and it is further

**ORDERED, ADJUDGED and DECREED**, that plaintiff is entitled to judgment establishing the validity of said mortgage and that the plaintiff is entitled to recover upon said mortgage herein the sum of \$330,809.80, with interest thereon from Monday, October 1, 2018 to date of the closing of title of the referee's sale of the mortgaged premises, and also any amount paid by plaintiff for local realty taxes, water charges and assessments, hazard and F.H.A. Insurance, and the preservation or protection of the property; and it further

**ORDERED, ADJUDGED and DECREED**, that said premises affected by said mortgage set forth in the complaint herein and hereinafter set forth, constituting one parcel to be sold in one parcel at public auction, at \_\_\_\_\_, under the direction of James Pascarella, Referee, and that said Referee give public notice of the time and place of sale according to law and the rules and practice of this Court by publishing the notice of sale in the \_\_\_\_\_ and that plaintiff on such sale, or any other party to this action, may become purchaser, the payment of all taxes, transfer fees and costs, including New York State and local Transfer taxes and the cost of the deed stamps to be attached to the Referee's Deed shall be paid by the Purchaser. Any and all maintenance fees and assessments, taxes, water rates, and any fees associated with the transfer of title for the subject premises accrued from the Sale date forward are the obligation of the purchaser; and that said Referee shall sell and convey said premises subject to the following:

1,2,3. Any state of fact which would be shown by an accurate survey, covenants, restrictions, easements, agreements and reservations, if any, or record, and to any violations thereof, building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and any violations of the same provided they do

not render title marketable; and

4. Orders or requirements issued by any governmental body having jurisdiction against or affecting said premises; and

5. The Right, if any, of the United States of America to redeem the premises; and

6. The physical condition of any building or structure on the premises as of the date of sale hereunder; and

7. Any prior outstanding mortgages or liens that may exist on the subject premises.

**ORDERED, ADJUDGED AND DECREED**, that the referee deposit the proceeds of sale as referee in any of the following banks: Capital one, Suffolk County National Bank; Bank of Smithtown; State Bank of Long Island or First National Bank of Long Island and pay:

First: He shall pay a sum not exceeding \$500.00 for said Referee's fees as provided in Section 8003 (b) of the Civil Practice Law and Rules.

Second: He shall pay all local realty taxes, water rates and assessments which are or shall become liens on said premises to the date of sale, and redeem any such liens that may be sold.

Third: He shall pay the advertising and posting expenses shown by the bills presented and certified by said Referee to be corrected.

Fourth: He shall pay to the plaintiff or plaintiff's attorney the sum of \$ \_\_\_\_\_  
\_\_\_\_\_ adjudged to plaintiff for the costs and disbursements of this action, to be taxed and asserted by the Clerk of the Court and an additional allowance of \$ \_\_\_\_\_  
awarded to plaintiff or plaintiff's attorney, in addition to costs with interest thereon, and an amount of \$ \_\_\_\_\_ to plaintiff's attorneys for reasonable attorneys' fees as

provided in the note and mortgage, and also the sum of the amount reported due as aforesaid, together with interest thereon from to the date of the closing of title of the referee's sale of the mortgaged premises, and also any amounts paid by plaintiff for any hazard and F.H.A. Insurance, or the preservation of the property and, unless the premises are sold thereto, any payments necessary to satisfy all local realty taxes, water and other municipal charges and assessments, and that he take a receipt or affidavit thereof and file it with his report of sale.

Fifth: He shall, within five days after the same shall be received and be ascertainable, place on deposit with the Clerk of the County of the surplus money, if any, to the credit of this action, to be withdrawn only on an order of this Court signed by a Justice of this Court;

**ORDERED, ADJUDGED and DECREED**, that said Referee make a report of sale and file it with the Clerk of the County of Suffolk within 30 days of completing the sale and executing the proper conveyance to the purchasers; and that the purchaser or purchasers at such sale be forthwith let into possession on production of the Referee's Deed;

**ORDERED, ADJUDGED and DECREED**, that in case the plaintiff shall become the purchaser of the Premises directed to be sold at an amount equal to or less than the amount due under this judgment with costs, allowance and expenses, the payment by the plaintiff to said Referee of the sum bid by it for said Premises or any part thereof, is hereby dispensed with, and that the plaintiff shall be given due credit and allowance by said Referee for the amount due, and that plaintiff before the delivery of the deed to it, shall pay the fee of the Referee and the expenses of sale and costs and allowance, all as provided for above, and all local realty taxes, assessments and water rents which may be a lien upon said Premises at the time of such sale, unless the Premises are sold subject thereto; and it further

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