

At a _____ Term of the _____
Court of _____ held in _____
the County of _____, at the County
Hall in the City of _____, New
York, on the ___ day of _____, 20__.

PRESENT: HON. _____

STATE OF NEW YORK
_____ COURT : COUNTY OF _____

Plaintiff

v.

Defendants

JUDGMENT OF
FORECLOSURE AND SALE¹

Index No. _____

Premises: _____

On the Summons, Complaint and Notice of Pendency of Action duly filed in this action on the ___ day of _____, 20__, and all proceedings thereon, and on reading and filing the Affirmation of Regularity of _____, dated the ___ day of _____, 20__, showing that each of the defendants herein have been duly served with the Summons and Complaint in this action, or have voluntarily appeared by their respective attorneys, and stating that more than the legally required number of days had elapsed since said defendants were so served and/or appeared; and that none of the defendants had served any answer to said Complaint, nor had their time to do so been extended; and that the Complaint herein and due Notice of Pendency of this action containing all the particulars required to be stated therein was duly filed in the Office of the Clerk of the County of _____ on the ___ day of _____, 20__, and an Order of Reference having been duly made to compute the amount due to the plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine and report whether the mortgaged premises can be sold in parcels,

AND on reading and filing the report of _____, the Referee named in said Order of Reference, by which Report, bearing date the ___ day of _____, 20__, it appears that the sum of \$ _____ was due thereon at the date of said Report; and that [the mortgaged premises cannot be sold in parcels / the premises shall be sold in parcels in the following order]

¹ Pursuant to 22 N.Y.C.R.R. § 130-1.1-a, an attorney signature is required. An attorney can comply by signing one of the following, as long as it accompanies the papers: a cover page, a litigation back or a separate certification.

The aforementioned sales should take place only to the extent that they are necessary to satisfy the mortgage indebtedness.

NOW, upon proof of due notice of this application upon all parties who had not waived the same,

ON MOTION of _____, attorney for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED, that the said Report of the said Referee be, and the same is hereby in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED, that the mortgaged premises, and if not sold sooner, any and all personal property in which the plaintiff has a security interest, as described in the Complaint in this action or such part of the real property 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 the _____ in the _____ of _____ in the County of _____, State of New York, by and under the direction of _____, Esq., who is hereby appointed Referee for that purpose; that the said Referee give public notice of the time and place of such sale according to law and the practice of this Court, in an official publication, to wit: The _____, and it is further

ORDERED, ADJUDGED AND DECREED, that all unpaid taxes, assessments and water rates which are at the time of sale a lien on the premises, together with such interest or penalties as may have lawfully accrued thereon to the date of payment, be paid from the proceeds of said sale as an expense of such sale,

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, it shall not be required to make any deposit thereon; that said Referee execute to purchaser or purchasers on such sale a Deed of the premises sold; that such Referee on receiving the proceeds of such sale shall deposit the proceeds of sale in his own name as Referee in _____, and shall thereafter make the following payments and his checks drawn for that purpose:

FIRST: The statutory fees of said Referee for conducting the sale not to exceed \$_____.

SECOND: The expenses of the sale including posting and advertising.

THIRD: Said Referee shall also pay to the plaintiff or its attorney the sum of \$___ adjudged to the plaintiff for costs and disbursements in this action, with interest from the date hereof, together with an additional allowance of \$___ hereby awarded to the plaintiff in addition to costs with interest thereon from the date hereof; and also \$_____, the said amount so reported due as aforesaid, together with the legal interest thereon from the date of said Report, or so much thereof as the purchase money of the mortgaged premises will pay of the same which sum may include reasonable attorneys' fees if permitted by the bond/note and mortgage and any expenses necessarily paid by the plaintiff to preserve the premises not previously included in any computations.

FOURTH: That in case the plaintiff be the purchaser of said mortgaged premises at said sale, 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 of the premises sold upon the payment to said Referee of the amounts specified above in items marked "First" and "Second"; that the balance of the amount bid, after deducting the amounts paid by the plaintiff, for Referee's fees, and advertising expenses, 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 said amounts due to the plaintiff, the plaintiff shall pay to said Referee, upon delivery of said Referee's Deed, the amount of such surplus; that said Referee on receiving said several amounts from plaintiff shall then deposit the balance.

FIFTH: That said Referee deposit the surplus money, if any, with the _____ County Commissioner of Finance within five days after the same shall be received and be ascertainable to the credit of this action, to be withdrawn only on the written order of the Court, that the said Referee make his Report of such sale under oath showing the disposition of the proceeds of the sale and file it with the Clerk of the County of _____ 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 the plaintiff with interest and costs as aforesaid, the plaintiff recover of the defendant(s) _____ the whole deficiency or so much thereof as the Court may determine to be just and equitable of the mortgage debt remaining unsatisfied after the 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 and Proceedings Law within the time limited therein, 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 on production of the Referee's Deed; and it is further

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

ORDERED, ADJUDGED AND DECREED, that the liens of the plaintiff other than the mortgage or mortgages that are the subject matter of this action also be foreclosed herein as though the plaintiff was named as a party defendant, specifically reserving to the plaintiff its right to share in any surplus monies as a result of such position as a lien creditor.

That a description of the said mortgaged premises hereinbefore mentioned, is annexed hereto as Schedule A—Legal Description.
