

**Bank of New York v Mungro**

2014 NY Slip Op 30665(U)

March 3, 2014

Sup Ct, Suffolk County

Docket Number: 33836-10

Judge: Jr., Andrew G. Tarantino

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**SUPREME COURT - STATE OF NEW YORK  
IAS PART 50 - SUFFOLK COUNTY**

**PRESENT: Hon. ANDREW G. TARANTINO**  
Acting Justice of the Supreme Court

Motion Date: 12-23-13  
Adj. Date: \_\_\_\_\_  
Mot. Seq. #003-MG

\_\_\_\_\_  
The Bank of New York fka The Bank of New York  
as successor to JPMorgan Chase Bank, N.A. as  
Trustee for Holders of SAMI II Trust 2006-AR7,  
  
Plaintiff,

**FRENKEL, LAMBERT, WEISS,  
WEISMAN & GORDON, LLP**  
Attorneys for Plaintiff  
53 Gibson Street  
Bay Shore, New York 11706

-against-

**KENNETH S. PELSINGER, ESQ.**  
Attorney for Defendant  
Jason Mungro  
3601 Hempstead Turnpike, Suite 305  
Levittown, New York 11756

Jason Mungro, Mortgage Electronic Registration  
Systems, Inc., acting solely as a nominee for  
Countrywide Bank, N.A., its successors and  
assigns, and "JOHN DOE #1" through "JOHN  
DOE #10", the last ten names being fictitious and  
unknown to the plaintiff, the person or parties,  
if any, having or claiming an interest in or lien  
upon the mortgaged premises described in the  
Complaint,

Defendants.  
\_\_\_\_\_x

Upon the following papers numbered 1 to 6 read on this motion for leave to renew; Notice of  
Motion/Order to Show Cause and supporting papers 1 - 6; Notice of Cross Motion and supporting papers  
\_\_\_\_\_; Answering Affidavits and supporting papers \_\_\_\_\_; Replying Affidavits and supporting papers \_\_\_\_\_  
\_\_\_\_\_; Other \_\_\_\_\_; (~~and after hearing counsel in support and opposed to the motion~~) it is,

**ORDERED** that this unopposed motion (003) by the plaintiff for, inter alia, leave to renew its  
prior motion for an order granting it, among other things, summary judgment and an order of  
reference, which was determined by Order of this Court dated May 8, 2013, is granted and, upon  
renewal, the plaintiff's motion is decided as set forth below; and it is

**ORDERED** that Jennifer Lipnen Esq. with an office at 1641 DEER PARK AVE  
N.Y. is appointed Referee to ascertain and compute the amount due upon the note and mortgage DEER PARK NY  
documents which this action was brought to foreclose, except as to attorneys' fees, and to examine and  
report whether the mortgaged property can be sold in parcels; and it is 591-2961

*Handwritten initials*

*3/17*

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**ORDERED** that pursuant to CPLR 8003 (a) the Referee be paid the fee of \$250.00 for the computation of the amount due the plaintiff; and it is further

**ORDERED** 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, section 36.2 (c) ("Disqualifications from appointment") and section 36.2 (d) ("Limitations on appointments based upon compensation"); and it is further

**ORDERED** 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** that the caption of this action shall hereinafter appear as follows:

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF SUFFOLK

THE BANK OF NEW YORK MELLON formerly known as THE BANK  
OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE  
BANK, N.A., AS TRUSTEE FOR THE HOLDERS OF SAM II TRUST  
2006-AR7, MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2006-AR7

Plaintiff,

-against-

JASON MUNGRO; MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS, ANNA DIAZ,  
PATRICK DIAZ, HIPOLITO COSTALLONE, and PAULITO  
COSTALLONE,

Defendants.; and it is further

**ORDERED** that the plaintiff is directed to serve a copy of this Order amending the caption upon the Calendar Clerk of this Court within thirty (30) days of the date herein; and it is further

**ORDERED** that the plaintiff is directed to serve a copy of this Order with notice of entry upon all parties who have appeared herein and not waived further notice pursuant to CPLR 2103(b)(1), (2) or (3) within thirty (30) days of the date herein, and to promptly file the affidavits of service with the Clerk of the Court.

This is an action to foreclose a mortgage on residential property known as 12 Wellington Place, Amityville, New York 11701 (the property). The defendant Jason Mungro (the defendant

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mortgagor) executed a payment option adjustable-rate note dated July 27, 2006 in favor of Countrywide Bank, N.A. (Countrywide) in the principal sum of \$432,000.00. To secure said note, the defendant mortgagor gave Countrywide a mortgage also dated July 27, 2006 (the mortgage) on the property. The mortgage indicates that Mortgage Electronic Registration Systems, Inc. (MERS) was acting solely as a nominee for Countrywide and its successors and assigns and that, for the purposes of recording the mortgage, MERS was the mortgagee of record. By way of an endorsement affixed to the note and an assignment of the mortgage, the mortgage instruments were allegedly transferred to the plaintiff, The Bank of New York Mellon formerly known as The Bank of New York, as successor Trustee to JPMorgan Chase Bank, N.A. as Trustee for the Holders of SAM II Trust 2006-AR7.

The defendant mortgagor allegedly defaulted on his monthly payment of interest due on October 1, 2008, and each month thereafter. After the defendant mortgagor allegedly failed to cure his default, the plaintiff commenced the instant action by the filing of a summons and verified complaint on September 14, 2010. According to the electronic records maintained by the Suffolk County Clerk's Office, the plaintiff re-filed the *lis pendens* on or about September 11, 2013.

Issue was joined by the service of the defendant mortgagor's verified answer sworn to on June 18, 2012. By his answer, the defendant mortgagor admits that he is the owner of the property, but generally denies the remaining material allegations in the complaint. In his answer, the defendant mortgagor also sets forth forty-three affirmative defenses, asserting, *inter alia*, lack of standing, and ten counterclaims. In response to the counterclaims, the plaintiff filed a reply. The remaining defendants have neither answered nor appeared in this action.

By Order dated May 8, 2013, the plaintiff's prior motion (001) for, *inter alia*, an order awarding it summary judgment was granted by the Hon. Hector D. LaSalle<sup>1</sup>, and all of the defendant mortgagor's pleaded counterclaims and affirmative defenses were dismissed, except for the standing defense asserted in the first affirmative defense. Additionally, by said Order, the branch of the plaintiff's motion to amend the caption was granted, to the extent that Anna Diaz, Patrick Diaz, Hipolito Costallone and Paulito Costallone were previously substituted as party defendants for the fictitious defendants, John Doe 1-4, and the remaining fictitious defendants, sued herein as John Doe #5-10, were excised from the caption. Parenthetically, the plaintiff was previously directed to caption all future proceedings accordingly, but has not yet done so. Thereafter, by Order dated September 19, 2013, a motion by the plaintiff (002) for, *inter alia*, leave to reargue its prior motion was denied by this Court.

The plaintiff now moves for, *inter alia*, leave to renew its prior motion for an order granting it, among other things, summary judgment and an order of reference, which was determined by Order of this Court dated May 8, 2013. Although the defendant mortgagor opposed the prior motions (001, 002), the instant motion is unopposed.

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<sup>1</sup>The Hon. Hector D. LaSalle has been elevated to the Appellate Division, Second Judicial Department. CPLR 2221(a) authorizes this Court to consider the within motion under these circumstances (see *Sparks v Essex Homes of WNY, Inc.*, 20 A.D. 3d 905, 798 N.Y.S.2d 293 [2d Dept. 2005]).

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While a motion for leave to renew pursuant to CPLR 2221(e) generally must be based on newly-discovered facts, the rule is flexible, and a court has the discretion to grant renewal upon facts known to the movant at the time of the original motion, provided that the movant offers a reasonable justification for the failure to submit the additional facts on the original motion (*Beren v Beren*, 92 AD3d 676, 677, 938 NYS2d 199 [2d Dept 2012]; *Hasmath v Cameb*, 5 AD3d 438, 439, 773 NYS2d 121 [2d Dept 2004]; *Bloom v Primus Automotive Fin. Servs.*, 292 AD2d 410, 410, 738 NYS2d 861 [2d Dept 2002]). In this case, the plaintiff has adequately demonstrated that its failure to previously submit a copy of the endorsed note was due to law office failure (*see, Beren v Beren*, 92 AD3d 676, *supra*; *see also, CPLR 2005; Vita v Alstom Signaling Inc.*, 308 AD2d 582, 764 NYS2d 864 [2d Dept 2003]; *see also, S & D Petroleum Co. v Tamsett*, 144 AD2d 849, 534 NYS2d 800 [3d Dept 1988]). Upon renewal, the Court will consider the plaintiff's motion for an order pursuant to CPLR 3212 granting summary judgment in its favor and against the defendant mortgagor, striking his answer and dismissing the remaining affirmative defense of the alleged lack of standing, not previously dismissed herein.

A plaintiff in a mortgage foreclosure action establishes a prima facie case for summary judgment by submission of the mortgage, the note, bond or obligation, and evidence of default (*see, Valley Natl. Bank v Deutsch*, 88 AD3d 691, 930 NYS2d 477 [2d Dept 2011]; *Wells Fargo Bank v Das Karla*, 71 AD3d 1006, 896 NYS2d 681 [2d Dept 2010]; *Wash. Mut. Bank, F.A. v O'Connor*, 63 AD3d 832, 880 NYS2d 696 [2d Dept 2009]). The burden then shifts to the defendant to demonstrate "the existence of a triable issue of fact as to a bona fide defense to the action, such as waiver, estoppel, bad faith, fraud, or oppressive or unconscionable conduct on the part of the plaintiff" (*Capstone Bus. Credit, LLC v Imperia Family Realty, LLC*, 70 AD3d 882, 883, 895 NYS2d 199 [2d Dept 2010], quoting *Mahopac Natl. Bank v Baisley*, 244 AD2d 466, 467, 644 NYS2d 345 [2d Dept 1997]).

By its submissions, the plaintiff established its prima facie entitlement to summary judgment on the complaint (*see, CPLR 3212; RPAPL § 1321; Wachovia Bank, N.A. v Carcano*, 106 AD3d 724, 965 NYS2d 516 [2d Dept 2013]; *U.S. Bank, N.A. v Denaro*, 98 AD3d 964, 950 NYS2d 581 [2d Dept 2012]; *Capital One, N.A. v Knollwood Props. II, LLC*, 98 AD3d 707, 950 NYS2d 482 [2d Dept 2012]). In the instant case, the plaintiff produced the endorsed note, the mortgage, the assignment and evidence of nonpayment (*see, Federal Home Loan Mtge. Corp. v Karastathis*, 237 AD2d 558, 655 NYS2d 631 [2d Dept 1997]; *First Trust Natl. Assn. v Meisels*, 234 AD2d 414, 651 NYS2d 121 [2d Dept 1996]). Thus, the plaintiff demonstrated its prima facie burden as to the merits of this foreclosure action.

Where, as here, an answer served includes the defense of standing or lack of capacity to sue, the plaintiff must prove its standing in order to be entitled to relief (*see, CitiMortgage, Inc. v Rosenthal*, 88 AD3d 759, 931 NYS2d 638 [2d Dept 2011]). The standing of a plaintiff in a mortgage foreclosure action is measured by its ownership, holder status or possession of the note and mortgage at the time of the commencement of the action (*see, Bank of N.Y. v Silverberg*, 86 AD3d 274, 926 NYS2d 532 [2d Dept 2011]; *U.S. Bank, N.A. v Collymore*, 68 AD3d 752, 890 NYS2d 578 [2d Dept 2009]). A mortgage "is merely security for a debt or other obligation, and cannot exist independently

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of the debt or obligation” (*Deutsche Bank Natl. Trust Co. v Spanos*, 102 AD3d 909, 911, 961 NYS2d 200 [2d Dept 2013] [internal quotation marks and citations omitted]). Holder status is established where the plaintiff is the special indorsee of the note or takes possession of a mortgage note that contains an endorsement in blank on its face or attached thereto, as the mortgage follows as an incident thereto (*see, Mortgage Elec. Registration Sys., Inc. v Coakley*, 41 AD3d 674, 838 NYS2d 622 [2d Dept 2007]; *First Trust Natl. Assn. v Meisels*, 234 AD2d 414, *supra*). “Either a written assignment of the underlying note or the physical delivery of the note prior to the commencement of the foreclosure action is sufficient to transfer the obligation, and the mortgage passes with the debt as an inseparable incident” (*U.S. Bank, N.A. v Collymore*, 68 AD3d 752, *supra* at 754 [internal quotation marks and citations omitted]). Further, “[n]o special form or language is necessary to effect an assignment as long as the language shows the intention of the owner of a right to transfer it” (*Suraleb, Inc. v International Trade Club, Inc.*, 13 AD3d 612, 612, 788 NYS2d 403 [2d Dept 2004] [internal quotation marks and citations omitted]). Moreover, “a good assignment is made by delivery only” (*Fryer v Rockefeller*, 63 NY 268, 276 [1875]; *U.S. Bank Natl. Assn. v Lanzetta*, 2013 NY Misc LEXIS 1509, 2013 WL 1699251, 2013 NY Slip Op 30755 [U] [Sup Ct, Suffolk County 2013, slip op, at 17]; *Deutsche Bank Natl. Trust Co. v Bills*, 37 Misc3d 1209 [A], \_\_\_ NYS2d \_\_\_, 2012 NY Misc LEXIS 4842, 2012 WL 4868108, 2012 NY Slip Op 51943 [U] [Sup Ct, Essex County 2012, slip op, at 5]).

The effect of an endorsement is to make the note “payable to bearer” pursuant to UCC § 1-201(5) (*see*, UCC 3-104; *Franzese v Fidelity N.Y., FSB*, 214 AD2d 646, 625 NYS2d 275 [2d Dept 1995]). When an instrument is indorsed in blank (and thus payable to bearer), it may be negotiated by transfer of possession alone (*see*, UCC § 3-202; § 3-204; § 9-203[g]; *Mortgage Elec. Registration Sys., Inc. v Coakley*, 41 AD3d 674, *supra*; *First Trust Natl. Assn. v Meisels*, 234 AD2d 414, *supra*; *Franzese v Fidelity N.Y. FSB*, 214 AD2d 646, *supra*). Furthermore, UCC § 9-203(g) explicitly provides that the assignment of an interest of the seller or grantor of a security interest in the note automatically transfers a corresponding interest in the mortgage to the assignee.

The plaintiff demonstrated that, as holder of the endorsed note, containing a blank endorsement, and as the assignee of the mortgage, it has standing to commence this action (*see, Bank of New York v Silverberg*, 86 AD3d 274, *supra*; *First Trust Natl. Assn. v Meisels*, 234 AD2d 414, *supra*). The plaintiff submitted, inter alia, an affidavit from the plaintiff’s representative, whereby it is alleged, inter alia, that the plaintiff is the owner and/or holder of the note and the mortgage, and has been in possession of same prior to commencement (*see, Deutsche Bank Natl. Trust Co. v Whalen*, 107 AD3d 931, 969 NYS2d 82 [2d Dept 2013]; *U.S. Bank N.A. v Cange*, 96 AD3d 825, 947 NYS2d 522 [2d Dept 2012]; *cf., Homecomings Fin., LLC v Guldi*, 108 AD3d 506, 969 NYS2d 470 [2d Dept 2013]). Additionally, the documentary evidence submitted includes, among other things, the note transferred via an endorsement in blank (*see, OneWest Bank, FSB v Carey*, 104 AD3d 444, 960 NYS2d 306 [1<sup>st</sup> Dept 2013]; *cf., Slutsky v Blooming Grove Inn, Inc.*, 147 AD2d 208, 542 NYS2d 721 [2d Dept 1989]). Thus, the plaintiff established that it took possession of the endorsed note prior to the commencement of the action. The plaintiff also submitted, inter alia, an assignment dated April 3, 2010, and duly recorded in the Office of the Suffolk County Clerk, which memorialized the transfer of the note and mortgage to it prior to commencement (*see, GRP Loan, LLC v Taylor*, 95 AD3d 1172,

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945 NYS2d 336 [2d Dept 2012]). Further, the assignment includes a reference to the mortgage note, memorializing the transfer of the same to it prior to commencement (*see, Bank of N.Y. Mellon Trust Co., N.A. v Sachar*, 95 AD3d 695, 943 NYS2d 893 [1<sup>st</sup> Dept 2012]; *see generally, Chase Home Fin., LLC v Miciotta*, 101 AD3d 1307, 956 NYS2d 271 [3d Dept 2012]). Therefore, it appears that the plaintiff is also the transferee and holder of the original note and the assignee of the original lender by virtue of the written assignment.

As the plaintiff duly demonstrated its entitlement to judgment as a matter of law, the burden of proof shifted to the defendant mortgagor (*see, HSBC Bank USA v Merrill*, 37 AD3d 899, 830 NYS2d 598 [3d Dept 2007]). Accordingly, it was incumbent upon the defendant mortgagor to produce evidentiary proof in admissible form sufficient to demonstrate the existence of a triable issue of fact as to a bona fide defense to the action (*see, Baron Assoc., LLC v Garcia Group Enters., Inc.*, 96 AD3d 793, 946 NYS2d 611 [2d Dept 2012]; *Washington Mut. Bank v Valencia*, 92 AD3d 774, 939 NYS2d 73 [2d Dept 2012]).

Self-serving and conclusory allegations do not raise issues of fact, and do not require the plaintiff to respond to alleged affirmative defenses which are based on such allegations (*see, Charter One Bank, FSB v Leone*, 45 AD3d 958, 845 NYS2d 513 [2d Dept 2007]; *Rosen Auto Leasing, Inc. v Jacobs*, 9 AD3d 798, 780 NYS2d 438 [3d Dept 2004]). In instances where a defendant fails to oppose a motion for summary judgment, the facts, as alleged in the moving papers, may be deemed admitted and there is, in effect, a concession that no question of fact exists (*see, Kuehne & Nagel v Baiden*, 36 NY2d 539, 369 NYS2d 667 [1975]; *see also, Madeline D'Anthony Enters., Inc. v Sokolowsky*, 101 AD3d 606, 957 NYS2d 88 [1<sup>st</sup> Dept 2012]; *Argent Mtge. Co., LLC v Mentasana*, 79 AD3d 1079, 915 NYS2d 591 [2d Dept 2010]). Additionally, "uncontradicted facts are deemed admitted" (*Tortorello v Carlin*, 260 AD2d 201, 206, 688 NYS2d 64 [1<sup>st</sup> Dept 1999] [internal quotation marks and citations omitted]).

Although this motion is unopposed, a review of the opposing papers previously submitted herein, nevertheless, shows that the same are insufficient to raise any genuine issue of fact requiring a trial on the merits of the plaintiff's claims for foreclosure and sale, and insufficient to demonstrate any bona fide defense to such claim (*see, CPLR 3211[e]; U.S. Bank Trust N.A. Trustee v Butti*, 16 AD3d 408, 792 NYS2d 505 [2d Dept 2005]). The plaintiff has now demonstrated by proof in admissible form that it is the owner and holder of the note and mortgage by the endorsed note and the assignment dated April 3, 2010, and as such, had standing to commence this action and prosecute its claims for foreclosure and sale (*U.S. Bank, N.A. v Collymore*, 68 AD3d 752).

The assertions by the defendant mortgagor, in the prior opposition, as to the plaintiff's alleged lack of standing, which rest, inter alia, upon alleged defects in the endorsements and the assignments, are rejected as unmeritorious (*see, OneWest Bank FSB v Carey*, 104 AD3d 444, 960 NYS2d 306 [1<sup>st</sup> Dept 2013]; *see also, U.S. Bank N.A. v Cange*, 96 AD3d 825, *supra*; *CWCapital Asset Mgt. v Charney-FPG 114 41<sup>st</sup> St., LLC*, 84 AD3d 506, 923 NYS2d 453 [1<sup>st</sup> Dept 2011]). The plaintiff demonstrated, as indicated above, that the original endorsed note, with an allonge affixed thereto, was physically delivered to it prior to commencement (*see, U.S. Bank N.A. v Cange*, 96 AD3d 825,

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*supra*). The plaintiff also submitted a copy of the recorded assignment of the mortgage, which memorialized the transfer of the note and the mortgage to it prior to commencement.

The arguments by the defendant mortgagor in the prior opposition, regarding the purported irregularities with the acknowledgments associated with the assignments, rife with speculation and innuendo, which appear to be aimed at obscuring the issue of nonpayment, are also without merit (*see, Chase Home Finance, LLC v Miciotta*, 101 AD3d 1307, *supra*; *Hypo Holdings, Inc. v Chalasani*, 280 AD2d 386, 721 NYS2d 35 [1<sup>st</sup> Dept 2001]; *Flushing Preferred Funding Corp. v Patricola Realty Corp.*, 36 Misc3d 1240[A], 964 NYS2d 58 [Sup Ct, Suffolk County 2012]; *Citimortgage, Inc. v Orichello*, 33 Misc3d 1230[A], 941 NYS2d 537 [Sup Ct, Dutchess County 2011]). The remaining contentions, set forth in the prior opposition, are similarly without merit.

The defendant mortgagor, therefore, failed to establish that his standing defense is sufficiently meritorious to defeat the plaintiff's motion for summary judgment. Thus, even when viewed in the light most favorable to the defendant mortgagor, his submissions are insufficient to raise any genuine question of fact requiring a trial on the merits of the plaintiff's claims for foreclosure and sale, and insufficient to demonstrate any bona fide defenses (*see, CPLR 3211[e]*; *see, Rossrock Fund II, L.P. v Commack Inv. Group, Inc.*, 78 AD3d 920, 912 NYS2d 71 [2d Dept 2010]; *Neighborhood Hous. Servs. of N.Y. City, Inc. v Meltzer*, 67 AD3d 872, 889 NYS2d 627 [2d Dept 2009]; *Cochran Inv. Co. Inc. v Jackson*, 38 AD3d 704, 834 NYS2d 198 [2d Dept 2007]). The plaintiff, therefore, is awarded summary judgment in its favor against the defendant mortgagor (*see, Federal Home Loan Mtge. Corp. v Karastathis*, 237 AD2d 558, *supra*; *U.S. Bank Trust N.A. Trustee v Butti*, 16 AD3d 408, *supra*; *see generally, Zuckerman v City of New York*, 49 NY2d 557, 427 NYS2d 595 [1980]). Accordingly, the defendant mortgagor's answer is stricken, and all of the affirmative defenses therein are now dismissed in their entirety.

The branch of the motion for an order amending the plaintiff's name in the caption to wit: The Bank of New York Mellon formerly known as The Bank of New York, as Successor Trustee to JPMorgan Chase Bank, N.A., as Trustee for the Holders of SAM II Trust 2006-AR7, Mortgage Pass-through Certificates, Series 2006-AR7 is granted (*see, CPLR 2001; Household Fin. Realty Corp. v Emanuel*, 2 AD3d 192, 769 NYS2d 511 [1<sup>st</sup> Dept 2003]; *Rennert Diana & Co. v Kin Chevrolet, Inc.*, 137 AD2d 589, 524 NYS2d 481 [2d Dept 1988]). By its submissions, the plaintiff established the basis for the above-noted relief. All future proceedings shall be captioned accordingly.

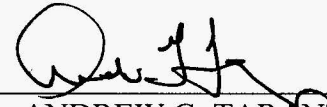
By its moving papers, the plaintiff further established the default in answering on the part of the defendant MERS as well as the defaults of the newly substituted defendants, Anna Diaz, Patrick Diaz, Hipolito Costallone and Paulito Costallone (*see, RPAPL § 1321; HSBC Bank USA, N.A. v Roldan*, 80 AD3d 566, 914 NYS2d 647 [2d Dept 2011]). Accordingly, the defaults of all of the non-answering defendants are fixed and determined. Since the plaintiff has been awarded summary judgment against the defendant mortgagor and has established the default in answering by the non-answering defendants, the plaintiff is entitled to an order appointing a referee to compute amounts due under the subject note and mortgage (*see, RPAPL § 1321; Ocwen Fed. Bank FSB v Miller*, 18 AD3d

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527, 794 NYS2d 650 [2d Dept 2005]; *Vermont Fed. Bank v Chase*, 226 AD2d 1034, 641 NYS2d 440 [3d Dept 1996]; *Bank of E. Asia v Smith*, 201 AD2d 522, 607 NYS2d 431 [2d Dept 1994]).

Accordingly, this motion for renewal is determined as set forth above and the Order of this Court dated May 8, 2013 (LaSalle, J.), is amended to include the relief granted herein.

Dated: 3.3.2014



Hon. ANDREW G. TARANTINO, JR., A.J.S.C.

           FINAL DISPOSITION      X   NON-FINAL DISPOSITION