

**Federal Natl. Mtge. Assn. v Grisales**

2015 NY Slip Op 30728(U)

April 23, 2015

Supreme Court, Suffolk County

Docket Number: 3367-13

Judge: Joseph Farneti

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SUPREME COURT - STATE OF NEW YORK  
IAS PART 37 - SUFFOLK COUNTYPRESENT: Hon. JOSEPH FARNETI  
Acting Justice Supreme CourtMOTION DATE 2-13-14

ADJ. DATE \_\_\_\_\_

Mot. Seq. # 001-MG

\_\_\_\_\_  
FEDERAL NATIONAL MORTGAGE ASSOCIATION, x

Plaintiff,

ROSICKI, ROSICKI & ASSOCIATES, P.C.  
Attorneys for Plaintiff  
51 East Bethpage Road  
Plainview, N. Y. 11803

-against-

GLADYS GRISALES; JORGE LUIS GRISALES;  
DIEGO GRISALES, TRUSTEE OF THE JORGE LUIS  
GRISALES AND GLADYS GRISALES REVOCABLE  
FAMILY TRUST; NORTH FORK BANK; "JOHN  
DOES" and "JANE DOES", said names being  
fictitious, parties intended being possible tenants or  
occupants of premises and corporations, other entities  
or persons who claim, or may claim, a lien against  
the premises,LENOIR LAW FIRM, PLLC  
Attorney for Defendants  
Gladys Grisales  
Jorge Luis Grisales  
2753 Broadway, Suite 251  
New York, N. Y. 10025

Defendants.

\_\_\_\_\_  
x

Upon the following papers numbered 1 to 17 read on this motion for summary judgment; Notice of Motion/Order to Show Cause and supporting papers 1 - 9; Notice of Cross Motion and supporting papers \_\_\_\_\_; Answering Affidavits and supporting papers 10 - 12; Replying Affidavits and supporting papers \_\_\_\_\_; Other Stipulation - 17; (and after hearing counsel in support and opposed to the motion) it is,

**ORDERED** that this motion by the plaintiff for, *inter alia*, an Order awarding summary judgment in its favor against the defendants Gladys Grisales and Jorge Grisales, fixing the defaults of the non-answering defendants, appointing a referee and amending the caption is determined as indicated below; and it is

**ORDERED** that the plaintiff is directed to serve a copy of this Order amending the caption upon the Calendar Clerk of this Court; 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.

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This is an action to foreclose a mortgage on the real property known as 34 Thomas Street, Brentwood, New York 11717. On December 15, 2004, the defendants Gladys Grisales and Jorge Grisales ("the defendant mortgagors") executed a fixed-rate note in favor of North Fork Bank ("the lender") in the principal sum of \$210,000.00. To secure said note, the defendant mortgagors gave the lender a mortgage also dated December 15, 2004 on the property. By way of a blank endorsement with physical delivery, the note was allegedly transferred to Federal National Mortgage Association ("the plaintiff") prior to commencement. Thereafter, the transfer of the note to the plaintiff was memorialized by two assignments of the mortgage, which were subsequently duly recorded in the Office of the Suffolk County Clerk.

The defendant mortgagors allegedly defaulted on the note and mortgage by failing to make the monthly payment of principal and interest due on or about March 1, 2011, and each month thereafter. After the defendant mortgagors allegedly failed to cure the default in payment, the plaintiff commenced the instant action by the filing of a *lis pendens*, summons and complaint on January 30, 2013.

Issue was joined by the interposition of the defendant mortgagors' answer dated February 20, 2013. By their answer, the defendant mortgagors generally deny all of the allegations set forth in the complaint, and assert sixteen affirmative defenses and three counterclaims. In its reply, the plaintiff denies all of the allegations contained in the counterclaims, and asserts five enumerated affirmative defenses. The remaining defendants have neither appeared nor answered herein.

In compliance with CPLR 3408, a foreclosure settlement conference was scheduled for August 23, 2013. On the aforementioned date, this action was dismissed from the conference program and referred as an IAS case because the defendant mortgagors did not appear at the conference or otherwise participate in the same. Accordingly, no further conference is required.

The plaintiff now moves for, *inter alia*, an Order: (1) pursuant to CPLR 3212, awarding summary judgment in its favor and against the defendant mortgagors, striking their answer and dismissing the affirmative defenses and the counterclaims set forth therein; (2) pursuant to CPLR 3215, fixing the defaults of the non-answering defendants; (3) pursuant to RPAPL 1321, appointing a referee to (a) compute amounts due under the subject mortgage; and (b) examine and report whether the subject premises should be sold in one parcel or multiple parcels; and (4) amending the caption. In opposition, the defendant mortgagors have filed an affirmation from their counsel, and, in response, the plaintiff has filed a reply.

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]; *Washington 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, *inter alia*, the endorsed note, the mortgage, the assignments 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]). The plaintiff also submitted proof of compliance with the notice requirements of section 1304 of the Real Property Actions and Proceedings Law as well as the notice provisions of the mortgage prior to commencement (*see*, *PHH Mtge. Corp. v Israel*, 120 AD3d 1329, 992 NYS2d 355 [2d Dept 2014]; *Wachovia Bank, N.A. v Carcano*, 106 AD3d 724, *supra*). Furthermore, the plaintiff submitted an affidavit from its representative, wherein it is alleged that the note was delivered to it on February 1, 2005, a date being prior to commencement, and that it has continued to remain the owner and holder of the note continuously since that date (*see*, *Kondaaur Capital Corp. v McCary*, 115 AD3d 649, 981 NYS2d 547 [2d Dept 2014]; *Deutsche Bank Natl. Trust Co. v Whalen*, 107 AD3d 931, 969 NYS2d 82 [2d Dept 2013]; *see also*, *Suntrust Mtge., Inc. v Andriopoulos*, 39 Misc3d 1208(A), 971 NYS2d 75 [Sup Court, Suffolk County 2013]; *HSBC Bank USA, N.A. v Avila*, 2013 NY Misc LEXIS 4521, 2013 WL 5606741, 2013 NY Slip Op 32412 [U] [Sup Ct, Suffolk County 2013]). The documentary evidence submitted also includes, among other things, the note transferred via an endorsement in blank (*cf.*, *Slutsky v Blooming Grove Inn, Inc.*, 147 AD2d 208, 542 NYS2d 721 [2d Dept 1989]). Therefore, it appears that the plaintiff is the owner and the holder of the original note and the assignee of the mortgage by virtue of the written assignments. Thus, the plaintiff demonstrated its *prima facie* burden as to the merits of this foreclosure action and as to its standing.

The plaintiff also submitted sufficient proof to establish, *prima facie*, that the remaining affirmative defenses and the counterclaims set forth in the defendant mortgagors' answer are subject to dismissal due to their unmeritorious nature (*see*, *Becher v Feller*, 64 AD3d 672, 884 NYS2d 83 [2d Dept 2009]; *Wells Fargo Bank Minn., N.A. v Perez*, 41 AD3d 590, 837 NYS2d 877 [2d Dept 2007]; *Coppa v Fabozzi*, 5 AD3d 718, 773 NYS2d 604 [2d Dept 2004] [unsupported affirmative defenses are lacking in merit]; *see also*, *Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 178, 919 NYS2d 465 [2011]; *Morales v AMS Mtge. Servs., Inc.*, 69 AD3d 691, 692, 897 NYS2d 103 [2d Dept 2010] [CPLR 3016 (b) requires that the circumstances of fraud be "stated in detail," including specific dates and items]; *Gillman v Chase Manhattan Bank, N.A.*, 73 NY2d 1, 537 NYS2d 787 [1988] [unconscionability generally not a defense]; *Bank of N.Y. Mellon v Scura*, 102 AD3d 714, 961 NYS2d 185 [2d Dept 2013]; *Scarano v Scarano*, 63 AD3d 716, 880 NYS2d 682 [2d Dept 2009] [process server's sworn affidavit of service is *prima facie* evidence of proper service]; *Grogg v South Rd. Assoc., L.P.*, 74 AD3d 1021, 907 NYS2d 22 [2d Dept 2010] [the mere denial of receipt of the notice of default is insufficient to rebut the presumption of delivery]; *La Salle Bank N.A. v*

*Kosarovich*, 31 AD3d 904, 820 NYS2d 144 [3d Dept 2006] [an affirmative defense based upon the notion of culpable conduct is unavailable in a foreclosure action]; *Wells Fargo Bank, N.A. v Van Dyke*, 101 AD3d 638, 958 NYS2d 331 [1st Dept 2012]; *Connecticut Natl. Bank v Peach Lake Plaza*, 204 AD2d 909, 612 NYS2d 494 [3d Dept 1994] [defense based upon the doctrine of unclean hands lacks merit where a defendant fails to come forward with admissible evidence of showing immoral or unconscionable behavior]; *FGH Realty Credit Corp. v VRD Realty Corp.*, 231 AD2d 489, 647 NYS2d 229 [2d Dept 1996] [no valid defense or claim of estoppel where mortgage provision bars oral modification]). Moreover, in this case, plaintiff was free to transfer the note and mortgage, absent any language which expressly prohibited the assignment (*see, Matter of Stralem*, 303 AD2d 120, 758 NYS2d 345 [2d Dept 2003]).

By its submissions, the plaintiff further demonstrated that the three counterclaims asserted in defendant mortgagors' answer, wherein they seek monetary damages, attorneys' fees and costs due to the purported improper and/or illegal actions in enforcing the remedies available to it in this action, based upon the plaintiff's alleged lack of standing, are not cognizable (*see, Ladino v Bank of Am.*, 52 AD3d 571, 861 NYS2d 683 [2d Dept 2008]; *Gottlieb v City of New York*, 2013 NY Misc. LEXIS 4407, 2013 WL 552202, 2013 NY Slip Op 32340 [U] [Sup Ct, Queens County 2013]; *Dickman v Verizon Commc'ns, Inc.*, 876 F Supp 2d 166 [EDNY 2012]). Additionally, the general factual assertions in the defendant mortgagors' counterclaims do not satisfy the pleading requirements of fraud (*see, Abdourahamane v Public Stor. Institutional Fund*, 113 AD3d 644, 978 NYS2d 685 [2d Dept 2014]; *Goel v Ramachandran*, 111 AD3d 783, 975 NYS2d 428 [2d Dept 2013]; *Jones v OTN Enter., Inc.*, 84 AD3d 1027, 922 NYS2d 810 [2d Dept 2011]; *High Tides, LLC v DeMichele*, 88 AD3d 954, 931 NYS2d 377 [2d Dept 2011]).

In any event, the plaintiff demonstrated that the defendant mortgagors are barred by the doctrines of *res judicata* and collateral estoppel from re-litigating the issue of the plaintiff's standing in this action and from re-litigating the causes of action in the counterclaims, sounding in fraud, unjust enrichment, quieting title, slander of title and alleged violations of the Fair Credit Reporting Act (15 USC § 1681 [b]), because these claims and issues were already resolved against them in the action entitled, *Grisales v Federal National Mortgage Association*, and filed under Index No. 37618-12, Supreme Court, Suffolk County (*see, O'Brien v City of Syracuse*, 54 NY2d 353, 445 NYS2d 687 [1981]; *Reilly v Reid*, 45 NY2d 24, 407 NYS2d 645 [1978]; *Vitarelle v Vitarelle*, 89 AD3d 931, 932 NYS2d 712 [2d Dept 2011]; *Silverman v Leucadia, Inc.*, 156 AD2d 442, 548 NYS2d 720 [2d Dept 1989]; *Rizzo v Ippolito*, 137 AD2d 511, 524 NYS2d 255 [2d Dept 1988]). By Order dated November 13, 2013 (Garguilo, J.), a motion by Federal National Mortgage Association, as a defendant, for an Order, pursuant to CPLR 3211 (a) (1) and (a) (7), dismissing with prejudice an amended verified complaint filed by the plaintiffs, Grisales, in the aforesaid action for, *inter alia*, a declaratory judgment quieting title was granted as unopposed. Consequently, the counterclaims asserted by the defendant mortgagors in this action, which are based upon the same facts in the aforesaid action to quiet title, that were litigated, or could have been raised in the prior litigation, are barred as indicated above (*see, Vitarelle v Vitarelle*, 89 AD3d 931, *supra*; *Osborne v Rossrock Fund II, L.P.*, 82 AD3d 727, 917 NYS2d 898 [2d Dept 2011]; *Shelly v Silvestre*, 66 AD3d 992, 887 NYS2d 662 [2d Dept 2009]).

Since the plaintiff duly demonstrated its entitlement to judgment as a matter of law, the burden of proof shifted to the defendant mortgagors (*see, HSBC Bank USA v Merrill*, 37 AD3d 899, 830 NYS2d 598 [3d Dept 2007]). Accordingly, it was incumbent upon the defendant mortgagors 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]). 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]).

A review of the opposing papers submitted by the defendant mortgagors 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 [c]; Rimbambito, LLC v Lee*, 118 AD3d 690, 986 NYS2d 855 [2d Dept 2014]; *Bank of Smithtown v 219 Sagg Main, LLC*, 107 AD3d 654, 968 NYS2d 95 [2d Dept 2013]; *U.S. Bank Trust N.A. Trustee v Butti*, 16 AD3d 408, 792 NYS2d 505 [2d Dept 2005]; *see also, Flagstar Bank v Bellafiore*, 94 AD3d 1044, 943 NYS2d 551 [2d Dept 2012]; *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]; *Argent Mtge. Co., LLC v Mentasana*, 79 AD3d 1079, *supra*). In opposition to the motion, the defendant mortgagors have offered no proof or arguments in support of any of their pleaded defenses or counterclaims, except those relating to the plaintiff's alleged lack of standing. The failure by the defendant mortgagors to raise and/or assert each of their remaining pleaded defenses and their counterclaims in opposition to the plaintiff's motion warrants the dismissal of same as abandoned under the case authorities cited above (*see, Kuehne & Nagel v Baiden*, 36 NY2d 539, *supra*; *see also, Madeline D'Anthony Enters., Inc. v Sokolowsky*, 101 AD3d 606, *supra*). All of the defendant mortgagors' unsupported affirmative defenses and counterclaims are thus dismissed.

Rejected as unmeritorious are the defendant mortgagors' challenges to the sufficiency of the proof upon which the plaintiff relies to support its motion for summary judgment. Contrary to the defendant mortgagors' contentions, the affidavits of the plaintiff's representative, are legally sufficient and comport with the requirements of CPLR 3212 (*see, Charter One Bank, FSB v Leone*, 45 AD3d 958, 845 NYS2d 513 [3d Dept 2007]; *Fleet Bank v Pine Knoll Corp.*, 290 AD2d 792, 736 NYS2d 737 [3d Dept 2002]; *see also, HSBC Bank USA, N.A. v Sage*, 112 AD3d 1126, 977 NYS2d 446 [3d Dept 2013]; *cf., HSBC Bank USA, N.A. v Betts*, 67 AD3d 735, 888 NYS2d 203 [2d Dept 2009]; *Cadle Co. v Gregory*, 293 AD2d 335, 739 NYS2d 825 [1<sup>st</sup> Dept 2002]).

Regarding standing, the plaintiff's unchallenged representation that it was the owner and holder of the note on the date of commencement, together with the endorsement contained on the note and the assignments, are sufficient to establish its standing (*see, HSBC Bank USA, N.A. v Sage*, 112

AD3d 1126, 977 NYS2d 446 [3d Dept 2013]). Such evidence demonstrates that the plaintiff holds the original note and mortgage. In response, the defendant mortgagors have not shown any valid basis to argue that the subject note produced herein by the plaintiff was not the actual note executed by them. Further, as demonstrated above, the defendant mortgagors are barred by the doctrine collateral estoppel from re-litigating issue of the plaintiff's standing in this action (*see, Reilly v Reid*, 45 NY2d 24, *supra; Silverman v Leucadia, Inc.*, 156 AD2d 442, *supra*). The defendant mortgagors, therefore, failed to establish the merits of their affirmative defenses or counterclaims that are premised upon the plaintiff's alleged lack of standing.

The defendant mortgagors' argument that the motion should be denied because further discovery is required is without merit (*see, Seaway Capital Corp. v 500 Sterling Realty Corp.*, 94 AD3d 856, 941 NYS2d 871 [2d Dept 2012]). The defendant mortgagors failed to demonstrate that they made reasonable attempts to discover the facts which would give rise to a triable issue of fact or that further discovery might lead to relevant evidence (*see, CPLR 3212 [f]; Swedbank, AB, N.Y. Branch v Hale Ave. Borrower, LLC*, 89 AD3d 922, 932 NYS2d 540 [2d Dept 2011]; *JP Morgan Chase Bank v Agnello, N.A.*, 62 AD3d 662, 878 NYS2d 397 [2d Dept 2009]). Mere hope and speculation that additional discovery might yield evidence sufficient to raise a triable issue of fact is not a basis for denying summary judgment (*Lee v T.F. DeMilo Corp.*, 29 AD3d 867, 868, 815 NYS2d 700 [2d Dept 2006]; *Sasson v Setina Mfg. Co., Inc.*, 26 AD3d 487, 488, 810 NYS2d 500 [2d Dept 2006]). The remaining contentions advanced by the defendant mortgagors are similarly without merit.

Notably, the defendant mortgagors do not deny that they received the loan proceeds, which inured to their benefit, or that they have defaulted on the mortgage loan payments by way of an affidavit from them (*see, Citibank, N.A. v Souto Geffen Co.*, 231 AD2d 466, 647 NYS2d 467 [1st Dept 1996]; *see also, Stern v Stern*, 87 AD2d 887, 449 NYS2d 534 [2d Dept 1982]). Thus, even when considered in the light favorable to the defendant mortgagors, the opposing papers are insufficient to raise any genuine question of fact requiring a trial on the merits of the plaintiff's claims for foreclosure and sale (*see, Wells Fargo Bank, N.A. v DeSouza*, 126 AD3d 965, 3 NYS3d 619 [2d Dept 2015]; *Emigrant Mtge. Co., Inc. v Beckerman*, 105 AD3d 895, 964 NYS2d 548 [2d Dept 2013]; *see also, Barcov Holding Corp. v Bexin Realty Corp.*, 16 AD3d 282, 792 NYS2d 408 [1st Dept 2005]). The plaintiff, therefore, is awarded summary judgment in its favor against the defendant mortgagors (*see, Federal Home Loan Mtge. Corp. v Karastathis*, 237 AD2d 558, *supra; see generally, Zuckerman v City of New York*, 49 NY2d 557, 427 NYS2d 595 [1980]). Accordingly, the answer is stricken; the affirmative defenses and the counterclaims set forth the answer are dismissed in their entirety.

The branch of the instant motion wherein the plaintiff seeks an Order, pursuant to CPLR 1024, amending the caption by excising the fictitious defendants, John Does and Jane Does, is granted (*see, Deutsche Bank Nat. Trust Co. v Islar*, 122 AD3d 566, 996 NYS2d 130 [2d Dept 2014]; *PHH Mtge. Corp. v Davis*, 111 AD3d 1110, 975 NYS2d 480 [3d Dept 2013]; *Flagstar Bank v Bellafiore*, 94 AD3d 1044, *supra; Neighborhood Hous. Servs. of N.Y. City, Inc. v Meltzer*, 67 AD3d 872, 889 NYS2d 627 [2d Dept 2009]). By its submissions, the plaintiff established the basis for the above-noted relief. All future proceedings shall be captioned accordingly.

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By its moving papers, the plaintiff established the default in answering on the part of the remaining defendants, Diego Grisales, Trustee of the Jorge Luis Grisales and Gladys Grisales Revocable Family Trust and North Fork Bank (*see*, RPAPL 1321; **HSBC Bank USA, N.A. v Alexander**, 124 AD3d 838, 4 NYS3d 47 [2d Dept 2015]; **Wells Fargo Bank, N.A. v Ambrosov**, 120 AD3d 1225, 993 NYS2d 322 [2d Dept 2014]; **U.S. Bank, N.A. v Razon**, 115 AD3d 739, 981 NYS2d 571 [2d Dept 2014]; **HSBC Bank USA, N.A. v Roldan**, 80 AD3d 566, 914 NYS2d 647 [2d Dept 2011]). Accordingly, the defaults of all such defendants are fixed and determined. Since the plaintiff has been awarded summary judgment against the defendant mortgagors and has established the default in answering by the remaining defendants, the plaintiff is entitled to an order appointing a referee to compute amounts due under the subject note and mortgage (*see*, RPAPL 1321; **Green Tree Servicing, LLC v Cary**, 106 AD3d 691, 965 NYS2d 511 [2d Dept 2013]; **Ocwen Fed. Bank FSB v Miller**, 18 AD3d 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]). Those portions of the instant motion wherein the plaintiff demands such relief are thus granted.

The proposed order appointing a referee to compute, as modified by the Court, has been signed concurrently herewith.

Dated: April 23, 2015



Hon. Joseph Farneti  
 Acting Justice Supreme Court

           FINAL DISPOSITION      X   NON-FINAL DISPOSITION