

**Board of Mgrs. of 155 W. 66th Club Assn. v  
Schaulsohn Asociados**

2022 NY Slip Op 33765(U)

November 4, 2022

Supreme Court, New York County

Docket Number: Index No. 154590/2021

Judge: Mary V. Rosado

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. MARY V. ROSADO PART 33M**

*Justice*

-----X

BOARD OF MANAGERS OF 155 WEST 66TH CLUB  
ASSOCIATION

Plaintiff,

- v -

SCHAULSOHN ASOCIADOS A/K/A SCHAULSOHN  
ASOCIADOS Y COMPANIA LIMITADA,

Defendant.

-----X

INDEX NO. 154590/2021

MOTION DATE 02/17/2022

MOTION SEQ. NO. 002

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34

were read on this motion to/for

JUDGMENT - DEFAULT

Upon the foregoing documents, and there being no opposition, Plaintiff Board of Managers of 155 West 66th Club Association's motion for default judgment against Schaulsohn Asociados a/k/a Schaulsohn Asociados y Compania Limitada is granted.

Accordingly, it is hereby,

ORDERED, that the Plaintiff is granted default judgment pursuant to CPLR § 3215 on its Verified Complaint; and it is further

ORDERED, that, in accordance with the Affidavit of Theodore Bayer, the sum of \$151,516.36, due and owing to Plaintiff as of the date of the instant motion, is awarded to Plaintiff; and it is further

ORDERED, that the property described in the Verified Complaint and as hereafter described, or such part thereof as may be sufficient to discharge the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days from the date of this Order, in one parcel, at a public auction at 60 Centre Street, New York, New York, by and under the

the direction of Judith Aarons, Esq., 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 the New York Law Journal; 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 § 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, 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 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 as if Plaintiff were physically present to submit such bid; and it is further

ORDERED, 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, 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, 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, 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, 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 such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED, 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, that the Referee, on receiving the proceeds of such sale, shall forthwith pay therefrom, in accordance with their priority according to law, taxes, assessments, sewer rents, and water rates, which are, or may become, liens on the property at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED, that the Referee shall then deposit the balance of said proceeds of sale in her/his own name as Referee in an escrow account, and shall thereafter make the following payments in accordance with RPAPL § 1354, as follows:

FIRST: The Referee's statutory fees for conducting the sale, in accordance with CPLR 8003(b), not to exceed \$750.00 unless the property sells for \$50,000.00 or more;

SECOND: All taxes, assessments, and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not become absolute, and any other amounts due in accordance with RPAPL § 1354(2). Purchaser shall be responsible for interest and penalties due on any real property taxes accruing after the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and the advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;

FOURTH: The Referee shall then pay to the Plaintiff or its attorney the following: Judgment Amount: \$\$151,516.36 with interest at the statutory rate from November 2, 2022 until the date of auction, together with any other charges due to maintain the property pending consummation of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the statutory rate, and then with interest from the date of entry of this judgment at the statutory rate until the date the deed is transferred; Attorneys' fees, court costs and disbursements in an amount to be ascertained and computed by the Referee, upon presentation to the Referee of proof of such fees, with interest at the statutory judgment rate from the date of entry of this judgment;

FIFTH: Surplus monies arising from the sale shall be paid into court by the officer conducting the sale within five days after receipt, in accordance with RPAPL § 1354(4) and in accordance with local rules regarding Surplus Monies; and it is further

ORDERED, that if the Plaintiff is the purchaser of the property, or in the event that the rights of the purchasers at such sale and the terms of sale under this judgment shall be assigned to and be acquired by Plaintiff, and a valid assignment thereof is filed with said Referee, said Referee shall not require Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to said Referee of the amounts specified in items marked "First", "Second", and "Third" above; that the Referee shall allow the Plaintiff to pay the amounts in paragraph "Second" and "Third" above when it is recording the deed; that the balance of the bid, after deducting the amounts paid by the Plaintiff, shall be applied to the amount due Plaintiff as specified in paragraph "Fourth" above; that Plaintiff shall pay any surplus after applying the balance of the bid to the Referee, who shall deposit it in accordance with paragraph "Fifth" above; and it is further

ORDERED, that all expenses of recording the Referee's deed, including real property transfer tax, which is not a lien upon the property at the time of sale, shall be paid by the purchaser, not by the Referee from sale proceeds, that any transfer tax shall be paid in accordance with Tax Law § 1404; and it is further

ORDERED, that the property is to be sold in one parcel in "as is" physical order and condition, subject to any condition that an inspection of the property would disclose; any state of facts that an accurate survey of the property would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged property is located and possible

violations of same; any rights of tenants or persons in possession of the subject property; prior liens or record, if any, except those liens addressed in RPAPL § 1354; any equity of redemption of the United State of America to redeem the property within 120 days from the date of sale; and any rights pursuant to CPLR 317, 2003, and 5015, or any appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee contesting the validity of this foreclosure; and it is further

ORDERED, that the purchaser be let into possession of the property upon production in hand of the Referee's Deed or upon personal service of the Referee's deed in accordance with CPLR 308; and it is further

ORDERED, that the Defendant in this action, all persons claiming through Defendant, and any person obtaining an interest in the property after the filing of the Notice of Pendency are barred and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the property; and it is further

ORDERED, that within thirty days after completing the sale and executing the proper conveyance to the purchaser, unless the time is extended by the Court, the officer making the sale shall file with the County Clerk a report under oath of the disposition of the proceeds of the sale in accordance with RPAPL § 1355(1) and follow all local rules regarding handling of Surplus Monies; and it is further

ORDERED, that if the purchaser or purchasers at said sale default(s) upon the bid and/or the terms of sale the Referee may place the property for resale without prior application to the court unless Plaintiff's attorneys shall elect to make such application; and it is further

ORDERED, that Plaintiff shall serve a copy of this Order and Judgment with Notice of Entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties or persons entitled to service, including the Referee appointed herein; and it is further

ORDERED, that nothing herein shall be deemed to relieve Plaintiff of any obligation imposed by RPAPL § 1307 and RPAPL § 1308 to secure and maintain the property until such time as ownership of the property has been transferred and the deed duly recorded; and it is further

ORDERED, that when the Referee files a report of sale, he or she shall concurrently file a Foreclosure Actions Surplus Monies Form; and it is further

ORDERED, that to ensure compliance herewith, Plaintiff shall file a written report with the court within six months from the date of entry of this judgment stating whether the sale has occurred and the outcome thereof; and it is further

ORDERED, that this Order with Notice of Entry shall be served upon the New York County Clerk, the Referee, Defendant, and any other party entitled to notice.

*[The rest of this page is intentionally left blank.]*

Said property is commonly known as 155 West 66th Street, Unit 928, New York, NY 10023 (Block 1138, Lot 1584).

This Order specifically relates to and affects Defendant's one-eighth (1/8) tenancy-in-common fee interest in said property, under a deed dated January 30, 2001 and recorded with the City Register on April 10, 2001, and in no way impacts, impairs, alters, prejudices or otherwise affects the tenancy-in-common fee interest of the holders of the other seven-eighth (7/8) interests in said property.

This constitutes the order and decision of the Court.

<u>11/4/2022</u> DATE	<u>Mary V Rosado</u> HON. MARY V. ROSADO, J.S.C.			
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input type="checkbox"/> NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/> GRANTED		<input type="checkbox"/> GRANTED IN PART	<input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input checked="" type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE	