

SUPREME COURT OF THE STATE OF NEW YORK
COUNT OF KINGS

-----X
[REDACTED]

Index No. [REDACTED]

Plaintiff,

-against-

[REDACTED]
[REDACTED], and [REDACTED]
[REDACTED]

JUDGMENT OF
PARTITION AND
SALE

Defendant.

-----X

*ON CONSENT [REDACTED] & NO
OPPOSITION BY REMAINS
DEFENDANTS*

Plaintiff having commenced this action pursuant to Article 9 of the Real Property
Actions and Proceeding Law for partition of a certain parcel of property titled to the
parties and located in the County of Kings and known as [REDACTED]
[REDACTED] Block [REDACTED] Lot [REDACTED] (the "subject property"); and the Summons and Verified
Complaint herein having been properly served on the Defendants; and the Defendants
having each interposed Answers; and the Court having granted the Plaintiff's motion to
appoint a Referee and having determined the interests in the subject property of each of
the parties hereto; and the Court having appointed Referee Jack Segal, Esq. to (A) report
on whether and to what degree [REDACTED] is entitled to reimbursement of any
expenses outlaid by him from the sales proceeds of the subject property after it is
auctioned off at a public auction, so as to compensate him for expenses paid towards the
expenses of the subject residence after the death of [REDACTED] on October 21, 2012;
and (B) to ascertain the existence of any creditor(s) or claimant(s) not joined as a party
who may have a claim to or lien against an undivided share of any party; and the Referee

having followed the instructions of the Court and having issued and filed a Referee's Report dated November 21, 2014, which *inter alia*, states that (A) that the parties entered into a stipulation whereby Defendant [REDACTED] would be reimbursed \$ [REDACTED] for expenses he paid towards the subject premises, (B) that there are no creditors or claimants not joined as a party to this action and any sale of the subject property shall be subject to the standard payment of any outstanding real estate taxes, water and sewer charges due, and owing and any subsequent violations and liens, and

NOW, on motion of [REDACTED], attorney for Plaintiff, it is

ORDERED AND ADJUDGED, that that the Report and Recommendation of Referee, Jack Segal, Esq., dated November 21, 2014 is hereby in all respects ratified and confirmed; and it is further

ORDERED AND ADJUDGED, that that the subject property, known as [REDACTED] [REDACTED] New York, Block [REDACTED] Lot [REDACTED] be sold at public auction at the Kings County Courthouse to the highest bidder, under the direction of Jack Segal, Esq. who is hereby appointed Referee for that purpose.

ORDERED AND ADJUDGED, that said Referee give public notice of the time and place of the sale according to law and the rules and practices of the Court by publication in the Brooklyn Daily Eagle.

ORDERED AND ADJUDGED, that if any party to this action may become a purchaser at such sale, they shall be required to pay a deposit; however, at the closing of title they shall receive a credit from the purchase price of their interest in the subject property less their percentage share of (A) the obligation to pay the reimbursement due to Monte Nowenstein as stated in the November 21, 2014 Referee's Report, (B) transfer taxes, (C) title charges, liens, assessments, or other charges existing thereon prior to the date of transfer of the deed, (D) advertising expenses, the cost of the title search required by the Referee, and other expenses of said sale, and (E) Referee's fees, as provided for herein.

ORDERED AND ADJUDGED, that upon receiving the proceeds of the sale, the Referee shall pay from the proceeds transfer taxes and other title charges attributable to the Plaintiff and Defendants as well as any liens, assessments, or other charges existing thereon prior to the date of transfer of the deed.

ORDERED AND ADJUDGED, that said Referee upon receiving the proceeds of the Sale, shall forthwith deposit same in the name of the Referee in his attorney's IOLA bank account, and the Referee shall thereafter make the following payments with such sales proceeds with his IOLA account checks:

FIRST: The Referee shall first pay and/or reimburse for the advertising expenses and other expenses of said sale (including the title search/report provided so that he could issue his report) as shown on bills presented, and that the Referee shall receive full reimbursement for said expenses, if any, which were laid out by him to pay such expenses.

SECOND: The Referee shall next take the sum of \$3,200.00 as and for the Referee fees.

THIRD: That the Referee shall reimburse Defendant [REDACTED] for \$9,000.00 that he outlayed towards expenses for the subject property, as stated in the stipulation of settlement between the parties, plus monies disbursed after the November 11, 2014 stipulation of settlement for insurance premiums for the subject property (in the approximate sum of \$132.00 per month), provided that [REDACTED] provides sufficient proof of such expense and his payment thereof.

FOURTH: That the said Referee shall pay to the parties as follows all monies remaining after complying with the payments required under this Order in full: 25 percent to the Plaintiff, [REDACTED], 25 percent to Defendant [REDACTED], 25 percent to Defendant [REDACTED], and that Defendant [REDACTED], Defendant [REDACTED], and [REDACTED] shall each receive an 8 1/3 percent interest in the subject sales proceeds. However, in the event that a party hereto purchases the subject property, only the non-purchasing parties shall be paid the remaining proceeds; and it is further

ORDERED AND ADJUDGED, that the said Referee shall make a report of such sale and file it with the Clerk of the County of Kings within 30 days of completing the sale and executing the proper conveyance to the purchaser; and it is further

ORDERED AND ADJUDGED, that the purchaser or purchasers at said sale be let into possession of the subject property upon production or delivery of Referee's deed; and it is further

ORDERED AND ADJUDGED, that the Defendants in this action, and all persons claiming any interest in the property subsequent to the filing of the notice of the pendency of this action, if any, be, and they are forever barred and foreclosed of all right, title, claim, lien and equity of redemption in the subject premises.

ORDERED AND ADJUDGED, that the premises be sold subject to:

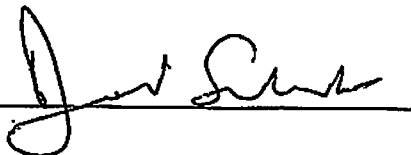
- (a) The state of facts an accurate survey will show;
- (b) All covenants, restrictions, easements, agreements and reservations, if any, of record and to any and all violations thereof;
- (c) Any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any;
- (d) Any and all orders or requirements issues by any governmental body having jurisdiction against or affecting said premises and violations of the same;
- (e) The physical condition of any buildings or structure on the premises as of the date of the later to occur of the closing date or the extension of the closing date hereunder;
- (f) Right of Redemption of the United States of America, if any;
- (g) Rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any;
- (h) Any and all Hazardous Materials in the Premises including, but not limited to, flammable explosive, radioactive materials, hazardous

wastes, asbestos or any material containing asbestos, and toxic substances; and,

- (i) Other conditions as set forth in the terms of sale more particularly to be announced at the sale; and it is further

ENTER,

J. S. C.

 2/3/15

HON. DAVID L. SCHMIDT