

At an IAS Part _____ of the
Supreme Court of the State of New York,
held in and for the County of Suffolk, at the
Courthouse, located at 320 Center Drive,
Riverhead, NY, 11901 on the _____
day of October, 2017

PRESENT:

HON.

Justice.

-----X
NEW YORK COMMUNITY BANK,

Index No. 614639/2017

Plaintiff,

- against -

163-165 BRIDGE ROAD, LLC, DONNA MIGLIORE
BROWN, UNITED STATES OF AMERICA
(EASTERN DISTRICT), CLERK OF THE SUFFOLK
COUNTY TRAFFIC & PARKING VIOLATIONS
AGENCY, CLERK OF THE SUFFOLK COUNTY
DISTRICT COURT, NORTH SHORE LIJ MEDICAL
GROUP DEPARTMENT OF EMERGENCY MEDICINE,
COMMISSIONER OF THE STATE INSURANCE FUND,
NEW YORK STATE DEPARTMENT OF TAXATION
AND FINANCE, A & N TRADING a/k/a A & N
TRADING CORP. a/k/a A & N TRADING-SRL CORP.,
AMSTONE PREMIUM SURFACES, BIG APPLE
VISUAL GROUP, ELITE MANUFACTURING GROUP
a/k/a ELITE MANUFACTURING GROUP NORTH
EAST DIV. INC., HAUPPAUGE TILE & MARBLE,
INC., "JOHN DOE #1" through "JOHN DOE #20"
the last twenty names being fictitious and unknown to
the plaintiff, the persons or parties intended being the
tenants, occupants, persons or corporations, if any,
having or claiming an interest in or lien upon the premises
described in the complaint,

Defendants.

-----X

**ORDER SUBSTITUTING AV
CAPITAL FUNDING LLC AS
PLAINTIFF IN THIS ACTION
AND APPOINTING RECEIVER
IN A MORTGAGE
FORECLOSURE ACTION**

Upon the Summons and duly verified Complaint herein, filed in the Office of the Clerk of
the County of Suffolk on August 2, 2017, upon reading and filing the annexed Affirmation of

Richard J. Pilson, dated September _____, 2017, and it appearing to the satisfaction of the Court that this action is brought to foreclose a Mortgage Lien upon certain Premises situated in Suffolk County; that in and by said Mortgage Lien it was covenanted that if default should be made in the payment of the principal sum or of the interest which should accrue thereon, or of any part of either, at the respective times therein specified for the payment thereof, the rents and profits of the said Mortgaged Premises were thereby assigned to the Mortgagee; and it was further covenanted that the Mortgagee should be at liberty immediately after any such default, upon commencement of proceedings for the foreclosure of said Mortgage, to apply for the appointment of a Receiver of the rents and profits of said Mortgaged Premises without notice, and that the Mortgagee should be entitled to the appointment of such Receiver as a matter of right, without consideration of the value of the Mortgaged Premises or the solvency of any person or persons liable for the payment of such amounts; that said Mortgage Lien is a first Mortgage Lien and is in default for the non-payment of the principal sum of \$1,249,087.32, plus interest and other charges; that said Mortgaged Premises are occupied by several tenants and have a substantial rental value, and that the appointment of a Receiver of the rents and profits of said Premises is necessary for the protection of the Plaintiff; and

WHEREAS, after commencement of this Foreclosure Action and service of the Summons and Complaint upon the parties, but before the time by which the Defendants were required to answer the Complaint, Plaintiff, NEW YORK COMMUNITY BANK, assigned said Mortgage to AV CAPITAL FUNDING LLC by Assignment of Mortgage dated August 22, 2017, to be recorded at the Office of the Clerk of the County of Suffolk and by Allonge dated August 22, 2017 endorsed the Mortgage Note dated October 9, 2007 to NEW YORK COMMUNITY BANK, and that by Assignment of Action and Stipulation Substituting Plaintiffs

and Attorneys for Plaintiff dated August 25, 2017, duly filed with the Clerk of the Court, Berliner & Pilson, Esqs. was substituted as attorney of record in this action in place of Stagg, Terenzi, Confusione & Wabnik, LLP, the original attorney who filed the Summons and Complaint and Notice of Pendency.

NOW, on Motion of Berliner & Pilson, Esqs., attorneys for the Plaintiff, it is

ORDERED, that AV CAPITAL FUNDING LLC is hereby substituted as Plaintiff in this action instead of New York Community Bank; and it is further

ORDERED, that _____ of _____, _____, New York, be and he hereby is appointed, with the usual powers and directions, Receiver for the benefit of the Plaintiff of all the rents and profits now due during the pendency of this action and issuing out of the Mortgaged Premises mentioned in the Complaint and commonly known as and by the street address 163 Bridge Road, Hauppauge, NY 11788 a/k/a 163-165 Bridge Road, Hauppauge, NY 11788 a/k/a 163 Bridge Road, Islandia, NY 11749 a/k/a 163-165 Bridge Road, Islandia, NY 11749, as more fully described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described in Schedule A annexed hereto.

and it is further

ORDERED, that Receiver is authorized to forthwith take charge and enter into possession of the Property; and it is further

ORDERED, that before entering upon his duties, said Receiver shall be sworn to fairly and faithfully discharge the trust committed to him and shall execute to the People of the State of New York and file with the Clerk of this Court an undertaking in the sum of \$ _____ conditioned upon the faithful discharge of his duties as Receiver; and it is further

ORDERED, that said Receiver be and hereby is directed to demand, collect and receive from the occupants, tenants and licensees in possession of said Premises, or other persons liable therefor, all the rents and license fees thereof now due and unpaid or hereafter to become fixed or due; and that said Receiver be and hereby is authorized to institute and carry on all legal proceedings necessary for the protection of said premises or to recover possession of the whole, or any part thereof, and/or apply to the Court to fix reasonable rental value and license fee value and to compel the tenants and occupant(s) to attorn to the Receiver, and it is further

ORDERED, that the Receiver may institute and prosecute suits for the collection of rents, license fees and other charges now due or hereafter to become due or fixed, and summary proceedings for the removal of any tenants or licensees or other persons therefrom; and it is further

ORDERED, that pursuant to the provisions of the General Obligations Law Section 7-105, anybody holding any deposits or advances of rental as security under any lease or license agreement affecting space in the Premises affected by this action shall turn same over to said Receiver within five (5) days after said Receiver shall have qualified; and thereupon said Receiver shall hold such security subject to such disposition thereof as shall be provided in an Order by this Court to be made and entered in this action; and it is further

ORDERED, that anybody in possession of same shall turn over to said Receiver all rent lists, orders, unexpired and expired leases, agreements, correspondence, notices and registration statements, relating to rental space or facilities in the Premises; and it is further

ORDERED, that said Receiver be and hereby is authorized to make any reasonable and necessary ordinary repairs to the Premises; and it is further

ORDERED, that notwithstanding anything to the contrary contained in this Order, the Receiver shall not, without the further prior Order of this Court, and upon prior notice to Plaintiff, make improvements or substantial repairs to the Property at a cost in excess of \$1,000.00; and it is further

ORDERED, that said Receiver forthwith deposit all monies received by him at the time he receives the same in his own name as Receiver in _____, and no withdrawals shall be made therefrom except as directed by the Court or on a draft or check signed by the Receiver and countersigned by the surety on his bond; and the Receiver shall furnish the Plaintiff's attorney with monthly statements of the receipts and expenditures of the Receivership, together with a photocopy of the monthly statements received from said depository; and it is further

ORDERED, that said Receiver be and hereby is authorized from time to time to rent or lease any part of the Premises for terms not exceeding one (1) year or such longer terms as may be required by the laws of the State of New York; to keep said Premises insured against loss by damage or fire; to pay the taxes, assessments, water rates, sewer rents, vault rents, salaries of employees, supplies and other charges; to comply with all lawful requirements of any municipal department or other authority of the municipality in which the Mortgaged Premises are situated; and to procure such fire, plate glass, liability and other insurance as may be reasonably necessary; and it is further

ORDERED, that the tenants, licensees or other persons in possession of said Premises attorn to such Receiver and pay over to said Receiver all rents and license fees and other charges of such Premises now due and unpaid, or that may hereafter become due; and that the Defendants be enjoined and restrained from collecting the rents and license fees and other

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