

5-17-16 FINAL

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

X

Index No. 55158/2014

TARON PARTNERS, LLC,

Plaintiff,

-against-

SUZANNE V. McCORMICK and
JOHN DOES 1 - 100, the latter
names being fictitious but intending
to designate tenants and persons
in possession or persons having an
interest in portions of the premises

described in the Complaint herein,

Defendants.

**EMERGENCY PRO-SE
APPLICATION FOR RELIEF
FROM UNLAWFUL JUDGMENT
OF FORECLOSURE, SALE,
AND IMMINENT EVICTION;
REQUEST FOR JUDICIAL
NOTICE OF NONCOMPLIANCE
WITH LAW REQUIRING
DISMISSAL AT INCEPTION;
SEEKING (a) VACATUR, or**

**(b) ORDER TO SHOW CAUSE,
and (c) TEMPORARY
RESTRANDING ORDER.**

STATE OF NEW YORK)
ss.:
COUNTY OF WESTCHESTER)

X

**AFFIDAVIT IN SUPPORT
NO ORAL ARGUMENT -
ON PAPERS ONLY**

SUZANNE V. McCORMICK, being duly sworn, deposes and says:

1. I am a defendant in the above matter, appearing pro se on an emergency basis until I can obtain counsel, and am presently unable to provide more lawyer-like documents than these.

2. I understand that the courts have been overburdened by a continuing flow of foreclosure cases, which may have caused some of the problems here, but I also believe there was fraud on the court, and misconduct, which occasioned several critical errors in the 5/12/2015 Judgment of Foreclosure and Sale, creating an opportunity for an unlawful foreclosure and sale and imminent attempted unlawful eviction, as will be shown below.

3. I must opt out of e-filing, as I am unable to do that.

4. I am the lawful owner, in fee simple, and resident of 231 Clinton Avenue, Dobbs Ferry, New York, and I also spend time in Florida.

5. There are major issues of noncompliance with law in this matter, which would require dismissal of the complaint at inception, and would not allow a Judgment of Foreclosure and Sale, the subsequent sale, Referee's Deed transferring property, and a pending holdover eviction process, as a matter of law.

6. I have been the victim of predatory lending, an unlawful foreclosure process with imminent eviction, accompanied by fraud and forgery on the part of one or more of the three LLC attorneys.

7. The three LLCs are: Plaintiff Taron Partners, LLC, which, without ownership of the Note, fraudulently brought this unlawful foreclosure action as assignee of the original mortgage lender, Atty. Jay Kimmel, as "Nominee" (Nominee of an unknown entity); and finally, C2GRE LLC, the ultimate unauthorized entity receiving the Referee's Deed, and using it to attempt to unlawfully evict me from my home.

8. Atty. Nesson, on behalf of his client, C2GRE LLC, claiming ownership, attempts to seize my property based on an invalid and facially void Referee's Deed, improperly issued by the Referee, improperly acknowledged by Atty. Nesson, improperly recorded by the Westchester County Clerk's office, and improperly "certified" by Atty. Nesson for use by him in an unlawful holdover proceeding in the Greenburgh Town Justice Court.

9. I am an elderly widow, 80 years of age, and have been subjected to considerable stress by these unlawful proceedings, and unable to prepare legal documents without help.

10. Unable to obtain counsel at this juncture, I am working with the temporary help of a personal friend who is a retired paralegal, in order to prevent unlawful eviction. She has suggested that after she develops the facts and law affecting this case to make it easier for an

attorney to interview me, if I cannot find proper counsel or if the foreclosure is not vacated, I should file complaints with appropriate government and other entities to pursue this matter.

REQUEST FOR JUDICIAL NOTICE

11. Despite the end of MERS robo-signing docs flooding the courts, the courts may still be overburdened with various other types of unlawful foreclosure cases, such as this, so that the protections provided by law for me as a homeowner have apparently not prevented fraud upon the Court, causing critical but apparently unintended errors in the Court's 5/12/2015 Judgment of Foreclosure and Sale, and other decisions and orders, permitting an unlawful foreclosure and sale to take place, so that I am now facing an imminent equally unlawful eviction.

12. The Court is requested to review the documents and take judicial notice of the major noncompliance with law, fraud, forgery and misconduct, to be able to correct this unfortunate error.

PRIOR LACK OF JURISDICTION BASED ON LACK OF SERVICE; ERROR RE "COMPLAINT DULY SERVED"

13. Despite the following erroneous statement in Judge Charles D. Wood's 5/12/2015 Judgment of Foreclosure and Sale (filed 5/26/2015) -

"2 .All of the defendants herein have been duly served with the Summons and Verified Complaint (the "Complaint"), and none have answered or otherwise moved with respect to the Complaint" -

I was not duly served with the Summons and Verified Complaint.

**. Taron's affidavit of service dated 6/6/2014 was not filed until 6/12/2014, which, according to Atty Nesson, was 63 days after Taron's 4/4/2014 filing of the Notice of Pendency, in violation of the 30-day requirement of CPLR 6512.

. Claimed due diligence is based on a conversation with a neighbor, Ms. Leary, at 255 Clinton Avenue. There is\was no such person by that name, living at that address. ***

IS/WAS??? *****

**. I am told that the oneline court records show a pro-se appearance by me in this case as of 12/15/2015. I strenuously deny that fraudulent assertion. I was never duly served, and never appeared until today. That may constitute fraud or forgery.

**.. Also, in Judge Wood's Decision and Order dated 1/8/2015 (filed 1/8/2016), denying Amicucci's request for relief from the 9/28/2015 sale, he addresses the nonappearance, stating:

"The claimed lack of personal service does not mandate the discontinuance of this action. The claim of lack of personal service is personal to the mortgagor-borrower and thus may be raised, if at all, only by her.

"[P]laintiff's counsel avers that he was advised by the court that defendant sent a letter to the court asking for an adjournment of the foreclosure conference."

**. I deny that I sent any such letter to the court, and the court docket fails to show any such letter.

**. Atty. Nesson, on 12/10/15, indicated that after the sale, the title company had raised issues about lack of proper service by Taron.

**. Verifying lack of service, there is a detailed presentation in Atty. Nesson's Affidavit in Support of his Order to Show Cause application, which I need not repeat here.

**. Judge Wood addressed the lack of service issue in his Decision and Order dated 1/8/2015 (filed 1/8/2016), stating:

"Contrary to Amicucci's contentions, the claimed lack of personal service does not mandate the discontinuance of this action. The claim of lack of personal service is personal to the mortgagor-borrower and thus may be raised, if at all, only by her (Wells Fargo Bank, N.A. v. Bowie, 89 AD3d 931 [2d Dept. 2011]

. I did not learn about the litigation at the time of its commencement and was therefore unable to defend the action. ***** ENOUGH? *******

** When I inquired, I was told that pursuant to CPLR 317, I had no time limit within which to defend against the action, but didn't yet have counsel and still do not, which is why I must now, facing eviction, bring this application pro se.

**. I do intend to find competent counsel to make me whole again, if this application should fail.

CRITICAL ERRORS IN
JUDGMENT OF FORECLOSURE AND SALE,
ORDER OF REFERENCE, and
DECISION AND ORDER FILED 1/8/2016

**. The critical errors contained in one or more of the 5/12/2015 Judgment of Foreclosure and Sale and/or the 3/17/2015 Order of Reference and Decision & Order dated 1/8/2015 (filed 1/8/2016) are:

- A . that the defendants were duly served, when they were not;
- B. that all proceedings have been regular and in accordance with applicable law, when they clearly were not; and
- C. that all persons entitled to notice have been given such notice, when they were not – all of which contributed to an unlawful foreclosure which should have been dismissed at the inception of Atty. Re's filing of the Taron Summons and Complaint, as a matter of law, as a result of which failure an unlawful sale and transfer of property took place.

**. I am therefore relying on the Court to review the documents, verify the facts and law, and take the necessary steps to end this farcical and egregious litigation, and return the property to me, as the rightful owner.

**ERROR RE "PROCEEDINGS REGULAR AND
IN ACCORDANCE WITH APPLICABLE LAW"**

**. Despite the erroneous statement in Judge Wood's 5/12/2015 Judgment of Foreclosure and Sale in the first paragraph on page 2 –

“[A]nd it appearing that all proceedings have been regular and in accordance with applicable law...” –

the proceedings have neither been regular nor in accordance with applicable law, as will be shown further below.

ERROR RE "NOTICE TO ALL PERSONS"

**. As shown below, notice requirements were either not complied with at all, or were defective in form and not in compliance with law, requiring dismissal at inception.

NONCOMPLIANCE, ERRORS, OMISSIONS, FRAUD UPON THE COURT

**. Below is what has been explained to me as laws which were promulgated to protect people from unlawful foreclosure, but which were not complied with, thus violating my rights.

**LACK OF STANDING:
TARON DID NOT "OWN" OR "HOLD" THE NOTE
AS REQUIRED BY RPAPL 1302**

**. Although Taron submitted no evidence to prove that it was the owner of the Note, even if it had actually had standing to sue, it still should not have been able to maintain the foreclosure action, having failed to comply with RPAPL 1302, 1303, 1304, and other laws, requiring dismissal on noncompliance.

**. Atty. Re recorded an Assignment of Mortgage, while claiming that Taron was also the holder of the Note.

**. Despite the following filing and statements by Atty. Re, Taron never even owned the Note or even held the Note, as will be shown further below.

**. In paragraph 16 of the complaint, Atty. Re states: "Plaintiff is the holder of the Note and Mortgage, the Guarantee, and all related Loan Documents," creating the illusion of standing. He claimed to have submitted copies of those documents to the Court. He failed, however, to prove

ownership of the Note, as will be shown further below.

**. Contrary to Atty. Re's claim in paragraphs 52 and 53 of the Taron complaint that the Note and Mortgage were not subject to the provisions of RPAPL Sec. 1302, they actually were, because RPAPL 1302 was amended in 2013, effective as of 8/30/2013, prior to his filing of the foreclosure action.

**. RPAPL 1302 was amended to include ALL home loans, and required a plaintiff to allege in a complaint for foreclosure that it is "the owner and holder of the subject mortgage and note."

"**[T]he note, and not the mortgage**, is the dispositive instrument that conveys standing to foreclose under New York law." (Emphasis added)
Chief Judge Jonathan Lippman, NY Court of Appeals.

Aurora Loan Servs., LLC v Taylor, 2015 NY Slip Op 04872 [25 NY3d 355]

CPLR 3012-b CERTIFICATE OF MERIT REQUIRING CERTIFICATION OF COMMENCEMENT BY TARON WAS NOT COMPLIED WITH, REQUIRING DISMISSAL

**. After 8/30/2013, plaintiffs commencing residential foreclosure actions were required to file a Certificate of Merit pursuant to the new CPLR 3012-b and certify to the standing of their clients, using specific language regarding ownership.

**. No document resembling a Certificate of Merit was included with the Taron complaint.

NONCOMPLIANCE WITH RPAPL SECTION 1304, REQUIRING DISMISSAL

. Atty. John C. Re, representing Taron Partners, LLC, failed to serve any 90-day notice compliant with RPAPL 1304 prior to commencing action on their behalf, claiming simply that Kimmel had sent one, but as can be seen from the attached Kimmel *** DATE ***** "notice" (Exhibit ____ hereto), it was not even in compliance.

"Pre-Foreclosure Notice: The law amends the pre-foreclosure notice provisions of Section 1304 of RPAPL to require that a pre-foreclosure notice be sent, at least 90 days before the lender commences legal action against the borrower, to all borrowers with home loans -- not just to borrowers with high-cost, subprime and non-traditional home loans" Effective Date: January 14, 2010 and applies to notices required on or after that date."

<http://www.dfs.ny.gov/banking/mfl2009.htm>

"[P]roper service of the RPAPL Section 1304 notice containing the statutorily mandated content is a **condition precedent** to the commencement of the foreclosure action. The plaintiff's failure to show strict compliance requires dismissal." (Emphasis added)

Aurora Loan Services LLC v. Weisblum, 85 A.D.3d 95, 103 [2d Dept. 2011]

**. The complaint should have been dismissed at the time of filing. Inception.

NONCOMPLIANCE WITH RPAPL SECTION 1303, REQUIRING DISMISSAL

**. Atty. Re also failed to serve the required notice with Taron's Summons and Complaint, other than a single sheet of green paper, and two paragraphs of text on the Summons form, not in compliance with RPAPL 1303, requiring dismissal.

"[P]roper service of RPAPL 1303 notice with the summons and complaint is a condition precedent to the commencement of the action, and noncompliance results in dismissal of the complaint." (Emphasis added)

First Natl. Bank of Chicago v Silver (73 AD3d 162 [2010])

**. The complaint should have been dismissed at the time of filing. inception:

**NONCOMPLIANCE WITH BANKING LAW SECTIONS 6-I AND 6-m,
AS AMENDED, REQUIRING DISMISSAL**

**, Atty. Re states at paragraph 52 of the complaint, that this was not a high-cost or subprime loan, suggesting that Taron was not obligated to comply with the law which had been amended effective 1/14/2010, to include ALL home loans.

See: 2009 Mortgage Foreclosure Law – Overview:
<http://www.dfs.ny.gov/banking/mfl2009.htm>

See also: The Banking Law Journal. Vol. 128, No. 7, July-August 2011:
"Failure To Show 'Strict Compliance' With State Requirements Dooms Mortgage Foreclosure Action."
http://www.MeyerowitzCommunications.com/WritingsVictoria-Spears_2_3169958631.pdf

**FAILURE TO FILE PRE-FORECLOSURE NOTICES
WITH THE NYS DEPT. OF FINANCIAL SERVICES
PURSUANT TO RPAPL 1306, REQUIRED DISMISSAL**

. Effective 2/13/2010 and with regard to 90-day pre-foreclosure notices mailed on or after that date, RPAPL 1306 required that the complaint must contain – **as a condition precedent to the action - an affirmative allegation that as of commencement of the action, the plaintiff has complied with that section as to filing information,

**. Taron's complaint fails to include the above allegation.

**. Upon information and belief, Taron did not file a pre-foreclosure notice with the NYS Department of Financial Services, as required by RPAPL 1306,. I

make this assumption because I was never contacted by that Department as I would have been if the notice had been filed.

"Proper service of RPAPL 1303 notice with the summons and complaint is a condition precedent to the commencement of the action, and **noncompliance results in dismissal of the complaint.**" (Emphasis added.)

FIRST NATIONAL BANK OF CHICAGO, etc, respondent, v. Alvin SILVER, et al., appellants, et al., defendant.

COMMERCIAL MORTGAGE ON RESIDENTIAL PROPERTY

**. I did not know it then, but what I signed in 2005 was an extremely lengthy and inappropriate 18-page commercial mortgage which is not allowed on residential property.

**, I didn't understand it, but I was told to sign it, and I did.

**. Mr. Re, in his Taron complaint, requested that the premises be sold subject to zoning.

**. My property is zoned OF-3, which is residential one family.

**. The Recording Clerk's office must have been aware of this issue, because there appear to be handwritten notes on the bottom of the recorded mortgage document to the effect that the property was a 1-family dwelling, which should have raised a red flag that the mortgage would raise issues of fraud for the Court, and that the mortgage may have been invalid.

THE VALIDITY OF THE MORTGAGE IS IN QUESTION, ON OTHER GROUNDS: JAY KIMMEL, AS "NOMINEE" - OF WHAT?

**. The mortgage, executed on 5/23/2005, was between myself and Jay Kimmel, "as Nominee," which I didn't understand, but there was no explanation given.

**UNIDENTIFIED INDIVIDUAL LLC OFFICERS AND MEMBERS
MAY NEED TO BE SERVED**

**, I understand that federal investigations of LLCs are pending.

** I cannot state whether or not Attys. Kimmel, Re and Nesson and their clients have complied with IRS requirements, but IRS is in tax season and they cannot be reached for identification of the various members.

RESPONSIBLE PARTIES AND NOMINEES

** IRS describes "Responsible Parties and Nominees as follows:

"Responsible Parties:

All EIN applications (mail, fax, electronic) must disclose the name and Taxpayer Identification Number (SSN, ITIN, or EIN) of the true principal officer, general partner, grantor, owner or trustor. This individual or entity, which the IRS will call the "responsible party," controls, manages, or directs the applicant entity and the disposition of its funds and assets. If there is more than one responsible party, the entity may list whichever party the entity wants the IRS to recognize as the responsible party.

"Nominee:

A "nominee" is someone who is given limited authority to act on behalf of an entity, usually for a limited period of time, and usually during the formation of the entity. The "principal officer, general partner," etc., as defined by the IRS, is the true "responsible party" for the entity, instead of a nominee. The "responsible party" is the individual or entity that controls, manages, or directs the entity and the disposition of the entity's funds and assets, unlike a nominee, who is given little or no authority over the entity's assets.

"The Internal Revenue Service has become aware that nominee individuals are being listed as principal officers, general partners, grantors, owners, and trustors in the Employer Identification Number (EIN) application process. A nominee is not one of these people. Rather, nominees are temporarily authorized to act on behalf of entities during the formation process. The use of nominees in the EIN application process prevents the IRS from gathering appropriate information on entity ownership, and has been found to facilitate tax non-compliance by entities and their owners."
<https://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Responsible-Parties-and-Nominees>

DUE DILIGENCE, FRAUD AND PREDATORY LENDING

****** FIND THE LAW ******

**. Atty. Kimmel, did not seek any information to verify my income or ability to repay the mortgage loan.

**. Atty. Kimmel did not advise me as to any action I should take with regard to the loan.

**. Additionally, I was not given a copy of the signed documents.

**. Nothing was explained to me at signing, and I had no understanding at the time that I might be signing away my lawful rights.

. I am told that NY and federal banking laws relating to predatory lending in foreclosure cases were amended, based on the mortgage crisis, to include **all loans and that I would have up to five years in which to seek rescission of the loan, and repayment of amounts paid by me, together with other recovery.

**. I cannot deal with that at this time because the imminent eviction process requires that I focus on that issue exclusively, to the full extent of my legal rights. Therefore, I reserve my rights to file a later claim, as necessary, including attorney fees.

UPON LOAN DEFAULT –
ATTY. KIMMEL ALLOWED EXCESS INTEREST TO ACCRUE
BEYOND A PURPORTED "LOAN ASSIGNMENT"

**. In 2009, due to a long-running probate litigation in which I was being victimized by fraud upon the court, engaged in by the professional fiduciary nominated in my late husband's Last Will and Testament, I also became the victim of an egregious breach of fiduciary duty. While fighting for the full share of my inheritance, which had been held back over a long period of years, I became unable to keep up with payments on the mortgage loan.

**. Upon default in 2009, Atty. Kimmel began to accrue excess penalty interest, which

grew to \$352,000, representing **88%** of the original Mortgage face amount of \$400,000, according to the Referee's 9/28/15 Report on Amounts Due (**Exhibit _____** hereto).

. Faced with an expiring statute of limitations, Kimmel had to either foreclose or take other action. He assigned the Mortgage - **only the Mortgage - to Taron on 4/1/2014, following which Atty. Re instituted the Taron foreclosure action herein, on 4/4/2014.

**ADDITIONAL FACTS REQUIRING VACATUR, REVERSAL, RESCISSION
OF THE NOTICE OF PENDENCY, FORECLOSURE JUDGMENT, SALE,
UNLAWFUL TRANSFER OF PROPERTY AND OTHER NECESSARY ACTION
TO RESTORE PROPERTY TO RIGHTFUL OWNER**

**. Based on all of the foregoing facts, it is clear that the auction sale of my home conducted by Referee Joseph Ruggiero on 9/28/2015 was unlawful.

. I am now facing an imminent unlawful eviction action. *****INSERT Nesson
o/b/o C2GRE ??? *******

FRAUD AND MISCONDUCT BY ATTY. RE

**. In lieu of a Certificate of Merit, Atty. Re filed an affirmation dated 9/11/2014, not made on personal knowledge, wherein he stated as follows:

"I affirm that, to the best of my knowledge, information and belief, the Summons, Verified complaint, and other papers filed or submitted to the court in this matter contain no false statements of fact or law."

**. In fact, Atty. Re actually did make a false statement in the Taron complaint, at paragraph 12, attaching as his Exhibit C a copy of an Assignment of Mortgage and a copy of the unendorsed - unassigned McCormick Note to Jay Kimmel, "Nominee," stating: "Kimmel assigned the Note and Mortgage to Plaintiff,"

**. Additionally, Atty. Re, in his Exhibit C, included "Assignment of Loan Documents" - inferring that Taron was holder of both Note and Mortgage - another false statement, when the only meaningful loan document Taron had was the assignment of Mortgage.

**. Atty. Re failed to prove that Taron was the owner of the Note, as now required in order to commence a foreclosure.

**. It is clear that according to the Referee's 4/12/2015 Report of Amount Due, (Exhibit _____ hereto) that Kimmel was still accruing interest on the Note for almost a year beyond the purported assignment of the Note to Taron at the commencement of the litigation.

**. Taron, therefore, had no standing to commence the foreclosure action, and it should have been dismissed at the time of filing. Inception

FRAUD AND MISCONDUCT BY ATTY. NESSON

***** DO NOT INCLUDE TEXT RE PA-C2GRE UNTIL I GET CERT RE
REF REPORT RE PURCHASE NAME/ADDRESS. *****

***DISCUSS HOW TO HANDLE THE SWITCHES ***

(I THINKWE CAN JUST SIT ON IT AND THEN GO BACK AT HIM ON THE NEXT ROUND, IF THERE IS ONE.

**. Atty. Nesson brought a Holdover Petition for eviction to the Greenburgh Town Justice Court.

**. In his 1/28/2016 ten-day notice, Atty. Nesson states:

"[A] Judgment of Foreclosure and Sale dated May 12, 2015 in an action to foreclose on a mortgage on the referenced premises was duly entered in the Office of the Westchester County Clerk. It was therein provided, among other things, that the successful purchaser at the sale be let into possession on production of the Referee's Deed. A certified copy of the Referee's deed, executed by Joseph Ruggiero, Esq., appointed by the judgment, is attached. C2GRE is now owner of the premises."

**. Atty, Nesson then caused to be served, on behalf of C2GRE LLC, a Notice and Petition of Holdover dated 2/22/2016, returnable in Greenburg Town Justice Court on 3/7/2016.

~~**. Petitioner Friedberg's *** verification of that document was not made on personal knowledge. I believe he is an attorney.~~

**. With the Notice and Petition was a copy of a Referee's Deed dated 1/20/2016.

**. To demonstrate the unethical manner in which Atty. Nesson engages in preparing legal documents, he:

A. failed to date his own notarial acknowledgement of the Deed; but somehow got it recorded by the Clerk.

B. added his own invalid short form of a scribbled "Certified" to the Deed, failing to use the Certification form required by CPLR 2105; and

C. supplied a defective affidavit of service to the Court.

**. The matter was adjourned so that I could try to obtain counsel.

. My "Cease and Desist" letter of 3/2/2016 (Exhibit _____** hereto) was "rejected" by Atty, Nesson in his letter of 3/3/2016 (**Exhibit _____** hereto).

**. In an appearance in the Greenburg Town Justice Court on 4/7/2016, Atty. Nesson withdrew his Petition, and had a person waiting outside the courthouse to serve me with a new ten-day notice dated the same day.

**. Why he did this, other than to harass me, I do not know, because the contents appear to be the same.

~~**. Again, petitioner Friedberg's verification was not made on personal knowledge.~~

**. Exhibit A was the same defective document as above, where he failed to date his own notarial acknowledgement of the Referee's Deed and also improperly scribbled his own version of a certification on it.

~~** Exhibit B - affidavit of service - was not attached.~~

**. The original date of Atty. Nesson's notarization of the verification in the new Petition - 4/22/2016 - was inked out and replaced with an inked date of 4/18/2016. Upon information and belief, this was done to make it appear that he had provided adequate notice, when he did not.

~~**. I found a copy at the door of my home on Saturday, 4/23/2016.~~

~~**. The return date on the new Petition was now 4/28/2016, five days after the "nail" part of the process service.~~

~~**. I received a copy in the mail on Tuesday 4/26/2016 (Exhibit _____ hereto).~~

~~**. If a process server "nailed" the papers on 4/23/2016, he/she could not possibly have mailed a copy earlier than that same date; certainly not on the 18th, as Atty. Nesson's papers - and his mailing envelopes (using a Pitney Bowes meter) might suggest.~~

**. Upon information and belief, users of Pitney Bowes office postage maters can change the dates, at will.

. Attached as **Exhibits _____ and _____ hereto) are copies of the certified mail and regular mail envelopes containing the 4/18/2016 backdated Notice and Petition. ***** **FIND**
THE OTHER ENVELOPE !!! ***

**. I was compelled to attend court on the 28th, without adequate notice.

**. I attended court on the 28th, nevertheless, and filed an Answer, Affirmative Defenses and Counterclaims.

**. In court on 4/28/2016 Atty. Nesson asked for a Traverse Hearing, which was scheduled for May 19, 2016, and the new Holdover matter was again adjourned to May 19, 2016.

**. I have now had to make four visits to the Town Justice Court, based on an unlawful foreclosure, which should never have been entertained by the Court in the first instance..

***** HOLD UP ON THIS UNTIL WE GET CERT(S)

**. Now, for the \$64,000 question: How did C2GRE become the owner of the property?

**. The Referee's 9/28/2015 Report of Sale shows Phyllis Amicucci as the high bidder at the sale (Exhibit _____ hereto).

**. The Referee's 9/28/2015 Memorandum of Sale fails to show the name and address of the Purchaser (Exhibit _____ hereto).

**. And lo and behold: The Referee's Deed of 1/20/2016 does not go to Amicucci, the reported high bidder, but to C2GRE LLC, an otherwise unnamed and unidentified entity now seeking my eviction.

***** DO NOT INCLUDE THE ABOVE THREE PARAS UNTIL WE GET CERT !!! *****
*****HOW DO WE AVOID THEM GETTING A BACKDATED ASSIGNMENT
FROM PA TO C2?

***** BN TOLD JR THERE WOULD BE AN ASSIGNMENT. . IF HE DOES ANYTHING IT WOULD HAVE TO BE BACKDATED.

PH DIDN'T FIND ANYTHING TRACKING ALL ASSIGNMENTS FROM 2005 - WHERE IS THE NOTE? *****

***** PH AFFIDAVIT OF SEARCH OF LAND RECORDS? ?? LATER *****

***** THERE IS SOMETHING MORE IN THE CLERK'S OFFICE THAT SHOWS MORE DETAIL. (See Email of 5/13/2016

**. I believe I may have to bring suit against all LLCs, and their attorneys, if this Court does not make me whole, and I hereby reserve all my lawful rights.

**. As Judge Wood stated, in his Decision & Order re Amicucci:

"A court may exercise its inherent equitable power to ensure that a foreclosure sale conducted pursuant to a judgment of foreclosure is not made the instrument of injustice and, therefore, may set aside a foreclosure sale where 'fraud, collusion, mistake, or misconduct casts suspicion on the fairness of the sale.'"

**. The foreclosure and sale was not just "unfair"; it was clearly unlawful, and must be vacated. Foreclosure should never have occurred.

WHEREFORE, I respectfully request that my umbrella application be granted in every respect, as follows:

Sua sponte action by the Court, or issuance of an Order to Show Cause to all three LLCs and their attorneys and Referee Joseph Ruggiero, based on this application.

I also request issuance of a Temporary Restraining Order to Atty. Barry Nesson and the Greenburg Town Justice Court, under SP No. 16040854: C2GRE, LLC v. Suzanne M.

McCormick, et al. to adjourn the pending proceedings presently scheduled for Tomorrow, Thursday, May 19, 2016 until this matter is resolved by this Court.

Further, I request the following relief:

1. Dismiss Taron's suit seeking foreclosure;
2. Order the Clerk to cancel the improper Notice of Pendency per CPLR 6514, the Assignment of Mortgage, purported Loan Document assignments (if recorded), the erroneous Judgment of Foreclosure and Sale, and Order of Reference;
3. Set aside the Sale;
4. Vacate the Referee's Reports of Sale, the misdated Decision and Order regarding the sale to Amicucci (filed 1/8/2016) and the Referee's Deed. (It should be noted here that there was no order affirming the Referee's reports.)
5. Issue an order to the Westchester County Clerk to vacate the recording of the 1/20/2016 Deed from Referee Ruggiero to C2GRE LLC.
6. Issue a warranty deed to me - Suzanne V. McCormick (not Suzanne V. as in caption), at 231 Clinton Avenue, Dobbs Ferry, New York, in order to correct this injustice and make me whole again -
and for such other and further relief as may be just and proper.

SUZANNE V. McCORMICK

Sworn to before me this
____ day of May, 2016

125015

5

231 Clinton

125015

051716

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Exhibit List

Notarization

Prepare: OSC for Judge to sign?

Affidavit of Service if OSC,

Notice of Entry if appeal is necessary,

Notice of Appeal.

051716

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