

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: June 22, 2018
Hearing Time: 10:00 a.m.

-----X
In re:

Chapter 11
Case No. 10-23283-rdd

YOCHANAN WALDMAN and RIVKAH WALDMAN,

Debtors.
-----X

**NOTICE OF MOTION FOR AN ORDER TO SELL PROPERTY
FREE AND CLEAR OF LIENS, PURSUANT TO
11 U.S.C. § 363(b), and (f) AND FOR RELATED RELIEF**

S I R S :

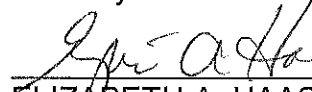
PLEASE TAKE NOTICE, that upon the annexed application of Yochanan Waldman and Rivkah Waldman (the "Debtors"), a motion will be made to the Hon. Robert D. Drain, U.S. Bankruptcy Judge, at the Courthouse located at 300 Quarropas Street, White Plains, New York 10601, on the 22nd day of June, 2018, at 10:00 a.m., or as soon thereafter as counsel can be heard, for an Order, pursuant to 11 U.S.C. § 363(b) and (f), (a) authorizing the Debtors to sell to Congregation Nachlas Moshe, Inc. (the "Buyer") property located at 6 Thomas Court, Monsey, New York 10952 (the "Property"), for the sum of \$370,000.000 with liens to attach to the proceeds; (b) and upon the closing to pay Elizabeth A. Haas, Esq., PLLC, attorney for Debtors, no more than the sum of \$5,000.00 plus all reasonable and necessary out-of-pocket expenses; (c) for an Order directing the holder of the First Mortgage to execute a satisfaction of mortgage in recordable form to be released upon the closing of title; and (d) and thereafter to deliver the net proceeds of the closing to Elizabeth A. Haas, Esq., PLLC to be held in escrow pending further Order of this Court; together with such other and further relief as to the Court may deem just and proper.

PLEASE TAKE FURTHER NOTICE that objections filed by the parties with legal representation shall be filed (a)(i) through the Bankruptcy Court's electronic filing system (in accordance with General Order M-182) which may be accessed (with a password which is available by contacting the Bankruptcy Court's technical assistance at (914-390-4060), Monday through Friday, 8:30 a.m. to 5:00 p.m.) through the Internet at the Bankruptcy Court's website: www.nysb.uscourts.gov, using Netscape Navigator software 3.0 or higher, and (ii) in portable document format (PDF) using Adobe Exchange software for conversion; or (b) if a party is unable to file electronically, such party shall submit the objection in PDF format on a diskette in an envelope with the case name, case number, type and title of document, document number of the document to which the document refers, and the file name on the outside of the envelope; or (c) if a party is unable to file electronically or use the PDF format, such party shall submit the objection on diskette in either Word, WordPerfect or Dos text (ACII) format.

An objection filed by a party with no legal representation shall comply with section (b) or (c) as set forth in this paragraph.

Dated: New City, New York
April 16, 2018

ELIZABETH A. HAAS, ESQ., PLLC
Attorney for Debtors



ELIZABETH A. HAAS, ESQ.
254 So. Main Street, Suite 302
New City, N.Y. 10956-3363
(845) 708-0340

TO: ALL PARTIES IN INTEREST

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11
Case No. 10-23283-rdd

YOCHANAN WALDMAN and RIVKAH WALDMAN,

Debtors.
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**APPLICATION IN SUPPORT OF MOTION TO SELL
PROPERTY FREE AND CLEAR OF ALL LIENS,
PURSUANT TO 11 U.S.C. § 363(b) and (f),
AND FOR RELATED RELIEF**

TO THE HON. ROBERT D. DRAIN - U.S. BANKRUPTCY JUDGE :

Yochanan Waldman and Rivkah Waldman (the "Debtors"), by their attorney, Elizabeth A. Haas, Esq., PLLC, in support of their application to sell property free and clear of all liens with liens to attach to the proceeds and related relief, pursuant to 11 U.S.C. § 363(b) and (f) (the "Motion"), respectfully shows and represents the following:

1. On June 23, 2010, the Debtors filed a voluntary Chapter 11 petition with this Court. On May 30, 2014, the Debtors confirmed their Chapter 11 Plan (Dkt. 181). The Debtors have not yet received their discharge. With the exception of the obligation owed to the holder of the mortgage which encumbers this residence, the Debtors are in compliance with their Chapter 11 obligations.

2. At the time of the filing of the petition, the Debtors owned property located at 6 Thomas Court, Monsey, New York 10952 (the "Property"), which is the Debtors' residence. The Debtors asserted a homestead exemption of \$300,000.00 (Dkt. 85).

3. At the time of the filing of the petition, the Property was encumbered by a first mortgage (to be discussed in greater detail hereinbelow) (the "First Mortgage"), a second mortgage and numerous judgments.

4. The second mortgage and the judgments have all previously been vacated by Court Order (Dkt. 112, 114), leaving only the First Mortgage as a lien on the Property.

5. The First Mortgage emanates from a note and mortgage executed by the Debtors in favor of MERS for HSBC. This mortgage was then assigned to HSBC Mortgage Corporation (USA), which assignment was recorded in the Office of the Rockland County Clerk on December 8, 2009. Subsequently, HSBC Mortgage Corporation (USA) assigned its mortgage to HSBC Bank (USA), N.A. ("HSBC"), which was recorded in the Office of the Rockland County Clerk on August 25, 2011.

6. On November 1, 2011, the Debtors executed a loan modification with HSBC, which loan modification was approved by this Court (Dkt. 116).

7. Thereafter, upon information and belief, HSBC assigned the modified mortgage to Federal National Mortgage Association ("FNMA"), which assignment was recorded in the Office of the Rockland County Clerk on February 11, 2016. FNMA then assigned the mortgage to U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust ("U.S. Bank"), which assignment was recorded in the Office of the Rockland County Clerk on January 3, 2017. Caliber Home Loans, Inc. appears to be the servicing agent for U.S. Bank ("Caliber"), but this has not been independently verified.

8. On April 12, 2018, the Debtors entered into a Contract of Sale for the Property with Congregation Nachlas Moshe, Inc. (the "Buyer") for the sum of \$370,000.00 (the "Contract Purchase Price"). The Buyer is in no way related to the Debtors and it is an arms length transaction. This is an all cash sale with no mortgage contingency. The Buyer is prepared to close immediately upon approval of the sale by this Court. A copy of the Contract of Sale and Rider are annexed hereto as Exhibit "A".

9. The Debtors did not actively market the Property and there is no broker. Because there is significant deferred maintenance required for the Property, the Debtors believe that the price offered is the highest and best offer for this Property.

10. Indeed, the Buyer has agreed to accept the Property "as is" and has acknowledged that the Property is in a "seriously degraded structural condition" (see Exhibit "A" at para. 27).

11. By this application the Debtors seek authority, for the reasons set forth below, to sell the Property free and clear of all liens with liens to attach to the proceeds, pursuant to 11 U.S.C. § 363, on the following terms and conditions.

12. As noted in paragraphs "5" and "7" above, the mortgage has been assigned five times. The Debtors have not received a proper accounting for payments and believe that the amount alleged by the holder of the First Mortgage to be owed is erroneous and in excess of the sums actually due and owing.

13. This Court has issued an Order, pursuant to Bankruptcy Rule 2004 (Dkt. 235), to permit the Debtors to obtain information necessary to confirm the obligation owed to the First Mortgage. Because it is possible that the Debtors and the holder of

the First Mortgage may not be able to resolve their dispute relating to the amount owed before the closing and an evidentiary hearing may be required, the Debtors ask that the net proceeds of the sale be delivered to their bankruptcy counsel, Elizabeth A. Haas, Esq., PLLC ("Haas"), to be held in escrow pending further Order of this Court.

14. In order to clear title, if the obligation due to the First Mortgage is not resolved by the time of the closing, the Debtors also request an Order that the holder of the First Mortgage execute a satisfaction of mortgage in recordable form to be held in escrow and released at the closing upon payment of the Contract Purchase Price.

15. The Debtors further seek authority to pay their bankruptcy counsel, Haas, to compensate her for the actual time expended and to reimburse Haas for the actual and necessary out-of-pocket expenses incurred in the review of the Contract of Sale, the filing and serving of this application, and attendance at all hearings to obtain the requested Order to sell the Property. It is anticipated that the fees to Haas will not exceed \$5,000.00, plus actual and necessary out-of-pocket expenses.

16. Although the Debtors have retained Marc Wohlgemuth & Associates, P.C. ("Wohlgemuth") as their Special Real Estate Counsel to negotiate the Contract of Sale and close for an agreed sum of no more than \$2,500.00 (Dkt. 234), the Buyer has agreed to pay this fee (see Exhibit "A" at para. 21)

17. Additionally, pursuant to the terms of the Contract of Sale (Exhibit "A" at para. 21), the Buyer has also agreed to pay the usual and customary expenses surrounding any closing including, but not limited to, tax adjustments, transfer taxes and recordation fees.

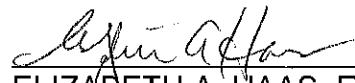
18. The only other anticipated adjustment to the sale price is a Property Condition Disclosure Credit of \$500.00 to the Buyer (Exhibit "A" para. 65 of Rider).

19. The Debtors cannot afford this Property and are anxious to close as quickly as possible. The sale will permit the Debtors to remove themselves from title in an orderly fashion to resolve accruing expenses to the Lender and provide some certainty to the Debtors and their family going forward. The Debtors are very close to completion of their Chapter 11 obligations and look forward to receiving their discharge.

WHEREFORE, it is respectfully prayed that this Court enter an Order authorizing the Debtor to sell to Congregation Nachlas Moshe, Inc. the Property owned by the Debtors and located at 6 Thomas Court, Monsey, New York 10952, for the sum of \$370,000.00 with liens to attach to the proceeds; to pay Elizabeth A. Haas, Esq., PLLC, attorney for Debtors, no more than the sum of \$5,000.00 plus all reasonable and necessary out-of-pocket expenses; for an Order directing the holder of the First Mortgage to execute a satisfaction of mortgage in recordable form to be released upon the closing of title; and thereafter to deliver the net proceeds of the closing to Elizabeth A. Haas, Esq., PLLC to be held in escrow pending further Order of this Court, together with such other and further relief as to the Court may seem just and proper.

Dated: New City, New York
April 16, 2018

ELIZABETH A. HAAS, ESQ., PLLC
Attorney for Debtors



ELIZABETH A. HAAS, ESQ.
254 So. Main Street, Suite 302
New City, N.Y. 10956-3363
(845) 708-0340

ATTORNEY APPROVAL: This Contract is contingent upon PURCHASER and SELLER obtaining approval of this Contract by their respective attorneys as to all matters contained herein. This contingency shall be deemed waived unless PURCHASER'S or SELLER's attorney on behalf of their client notifies the other party or that party's attorney in writing by facsimile or certified mail of their disapproval of this Contract, no later than five (5) business days after this Contract has been signed by both SELLER and PURCHASER. If PURCHASER'S or SELLER'S attorney provides such notification, then this Contract shall be deemed canceled, null and void, and all deposits or Downpayment shall be returned in full to PURCHASER. In the event the premises herein consist of a condominium unit or is part of a homeowners association/PUD the review period provided for herein shall be eight (8) business days.

IT IS ESSENTIAL THAT YOU CONSULT YOUR ATTORNEY WITHIN THE REVIEW PERIOD.

CONTRACT OF SALE

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW "PLAIN ENGLISH."

NOTE: FIRE AND CASUALTY LOSSES: This Contract form does not provide for what happens in the event of fire or casualty loss before the title CLOSING. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply. One part of that Law makes a PURCHASER responsible for fire and casualty loss upon taking of title to, or possession of, the PREMISES.

Date: CONTRACT OF SALE made as of the 12th day of April, 2018.

Parties: BETWEEN

YOCHANAN WALDMAN and RIVKAH WALDMAN

Address: 6 Thomas Court, Monsey, NY 10952

hereinafter called "SELLER," who agrees to sell, and

CONGREGATION NACHLAS MOSHE, INC.

4 Sands Point Road, Monsey, NY 10952

hereinafter called "PURCHASER," who agrees to buy:

Premises: The property, including all buildings and improvements thereon (the "PREMISES") more fully described on a separate page marked "Schedule A" and the personal property, if any, set forth on "Schedule B" and also known as:

Street Address: 6 Thomas Court, Monsey, NY 10952

Tax Map Designation: Section 49.11 Block 1 Lot 46

Purchase Price: 1. (a) The purchase price is\$370,000.00

Payable as follows:

(b) On the signing of this Contract.

by check subject to collection:\$5,000.00

(c) Upon taking Title to the property\$0.00

(d) Balance at Closing:\$365,000.00

Escrow of Downpayment: 2. (a) The downpayment herein shall be held in escrow by SELLER'S attorney (the "Escrow Agent") in an IOLA account at Signature Bank, Cedarhurst, New York until CLOSING, or until this Contract is otherwise rendered null and void pursuant to its terms; and thereafter shall be disbursed to SELLER or PURCHASER, as the case may be. In the event of a dispute as to whom is entitled to such sum, the Escrow Agent may (i) continue to retain such sum in escrow or; (ii) in the event no litigation is instituted within twenty (20) days of delivery of a notice of default, transmit same to SELLER; or (iii) deposit such sum in the Court of pending litigation; and, in any event, the Escrow Agent shall only be liable for his own gross negligence in the discharge of his duties as Escrow Agent.
(b) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any act or omission on his part

unless taken or suffered in bad faith, in willful disregard of this Contract or involving gross negligence. SELLER and PURCHASER shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Contract or involving gross negligence on the part of the Escrow Agent. The Escrow Agent shall have no duty to invest any of the funds deposited with him hereunder and shall not be responsible for any action or failure to act, unless said action or failure demonstrates bad faith.

(c) In the event that the downpayment check given by PURCHASER pursuant to the terms and conditions of this Contract is returned for "Insufficient Funds" or not honored by any bank for any reason whatsoever, PURCHASER shall be deemed to be in default of this Contract and PURCHASER shall be responsible to pay to SELLER, as and for liquidated damages, a sum equal to the amount of said downpayment, unless PURCHASER delivers a bank or certified check for said amount to SELLER'S attorney within three (3) days of said dishonor, plus the cost of bank charges incurred as a result of the check being dishonored.

Defaults by
Purchaser:

3. In the event PURCHASER fails to make any payments due under this Contract, fails or refuses to sign any documents required to close title, refuses to pay any costs required by this Contract or fails to keep any promises made by PURCHASER pursuant to this Contract, SELLER shall provide written notice of PURCHASER'S failure (also known as a "default"). If PURCHASER fails to correct a default within fifteen (15) days after receipt of notice from SELLER, SELLER may terminate this Contract, and retain the downpayment made hereunder. The amount retained by Seller shall be considered "liquidated damages" based upon an understanding between the parties hereto that SELLER will have suffered damages due to the withdrawal of the PREMISES from sale to the general public. The damages suffered by SELLER as a result thereof will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount retained by SELLER is not a penalty, but rather a mutually beneficial estimate of the damages suffered by SELLER.

Defaults by
Seller:

4. If SELLER wilfully defaults hereunder, PURCHASER shall have such remedies as PURCHASER is entitled to at law or in equity, including, but not limited to, specific performance.

Acceptable
Funds:

5. All money payable under this Contract, unless otherwise specified, shall be either:
(a) Cash, or personal check, but not over one thousand (\$1,000.00) Dollars;
(b) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or saving and loan association having a banking office in the State of New York, payable to the direct order of SELLER; or
(c) As otherwise agreed to or requested within five (5) days of CLOSING in writing by SELLER or SELLER'S attorney.

Subject to
Provisions:

6. The PREMISES are sold and conveyed subject to the following:
(a) Any state of facts an accurate survey or physical inspection may shown, provided same does not render title uninsurable at normal rates;
(b) Covenants, restrictions, easements, reservations, consents and Contracts of record, if any, provided same are not violated by the existing dwelling structure and present use thereof;
(c) Rights of record, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles and distribution boxes, in, over and upon the PREMISES; and
(d) Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided they are not violated by the buildings and improvements erected on the PREMISES.

Title Company
Approval:

7. SELLER shall give and PURCHASER shall accept such title as any title underwriter, or any agent in good standing with its underwriter, will be willing to approve and insure in accordance with the standard form of title insurance policy approved by the New York State Insurance Department, subject only to the matters provided for in this Contract.

Closing Defined
and Form of
Deed:

8. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the balance of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale Deed with Covenants Against Grantor's Acts in proper statutory form for recording so as to transfer to PURCHASER full ownership (fee simple title) to

the PREMISES, free of all encumbrances except as herein stated. The Deed will contain the covenant by SELLER as required by Section 13 of the Lien Law.

- Corporate Seller: 9. If SELLER is a corporation, SELLER shall provide to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the Deed; (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law; and (c) any and all further documents reasonably required to show that the corporation is authorized to sell and deliver the Deed pursuant to Law. The Deed in such case shall contain a recital sufficient to establish compliance with that Section.
- Closing Date and Place: 10. CLOSING will take place at the office designated by PURCHASER'S lender; or
[x] office of SELLER'S attorney, or
[] office of the Title Company
On or about 90 days from approval hereof by the United States Bankruptcy Court for the Southern District of New York pursuant to Paragraph 15 hereof.
It is understood by and between the parties that the CLOSING shall take place within the confines of Rockland County and PURCHASER represents that PURCHASER will make application to a lending institution which closes the mortgage loan within the County of Rockland; failing which, PURCHASER shall pay to SELLER, at CLOSING, the additional sum of \$250.00, to compensate SELLER for their additional legal fees.
- Possession: 11. In the absence of a written Contract to the contrary, possession of the PREMISES shall be delivered at CLOSING, vacant and broom clean, except as to articles of personal property passing to PURCHASER under the terms of this Contract.
- Broker: 12. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale.
- Streets and Assignment of Unpaid Awards: 13. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver, at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.
- Seller's Representations: 14. SELLER makes the following warranties and representations:
(a) The street address of the PREMISES is: 6 Thomas Court, Mosney, NY 10952
(b) The approximate area of the parcel of land conveyed hereunder is PUBLIC RECORD:
(c) The current real estate taxes for the PREMISES total approximately PUBLIC RECORD
(d) To SELLER'S best knowledge, there are no assessments of any type affecting the subject PREMISES; and
(e) SELLER is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA").
- Court Approval Bank Approval Contingency: 15. It is understood by and between the parties that the within Contract is contingent upon the approval of the United States Bankruptcy Court for the Southern District of New York and proper demonstration by Caliber Loans of the outstanding balance on the subject mortgage. In the event the bank demonstrates a balance greater than the within Purchase Price, Purchaser shall have fifteen (15) business days in which to agree to pay the greater balance as the Purchase Price.
- Mortgagee's Certificate or Letter as to Existing: 16. If the PREMISES are encumbered by an existing mortgage(s), SELLER agrees to deliver to PURCHASER at closing a duly executed Satisfaction of such Mortgage(s) in proper recordable form for such mortgage(s) together with the underlying note(s) and mortgage(s). SELLER shall pay the fees for recording such Satisfaction of Mortgage(s). If, however, the holder of a mortgage is a bank or

Mortgage(s): other institution as defined in Section 274-a, Real Property Law. SELLER may, instead of the Satisfaction, furnish an unqualified letter signed by the holder of such existing mortgage(s) dated not more than thirty (30) days before CLOSING certifying the amount of the unpaid principal and interest and the per diem interest rate.

Compliance with Department Violations and Municipal Orders: 17. (a) The subject premises are being sold subject to any and all notes or notices of violations of law, municipal ordinances, State and order or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date of CLOSING.

Conditions of Closing: 18. SELLER shall not be required to deliver, prior to CLOSING, to PURCHASER a valid and subsisting Certificate of Occupancy or other required certificate of compliance covering the building(s) and all of the other improvements located on the property.

Installment Assessment: 19. If at the time of CLOSING the PREMISES are affected by an assessment, which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this Contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING, unless the assessment is part of the State, County, Town taxes and/or Village taxes (if applicable), in which event same shall be adjusted in accordance with Paragraph 21 herein.

Apportionments: 20 a) The following are to be apportioned as of Midnight of the date before CLOSING: Taxes, and oil fuel, if any.

(b) Tax apportionments will be adjusted by tax year according to the custom in Rockland County.

(c) The taxes shall be computed on a 365 day basis; and

(d) PURCHASER shall pay the tax for the day upon which the adjustment is made (the day of CLOSING).

(e) If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

(f) In the event the adjustments result in a credit to SELLER, same shall be paid to SELLER. In the event the adjustments result in a credit to PURCHASER, same shall be waived.

Closing Costs 21. PURCHASER shall pay all closing costs, including, but not limited to Transfer Tax, and SELLER's Real Estate Attorney fees.

Use of Purchase Price to Pay Seller Obligations: 22. If there is anything else affecting the sale of which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge same. As an alternative, SELLER may deposit money with the Title Insurance Company employed by PURCHASER and required by it to assure its discharge; but only if the Title Insurance Company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES, and if acceptable to the mortgage lender. Upon request, made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

Affidavit as to Judgments, Bankruptcies, etc.: 23. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a detailed affidavit satisfactory _ to the Title Insurance Company insuring PURCHASER at CLOSING showing that they are not against SELLER or that there is a proposed bankruptcy with a confirmed plan and the sale has been approved by the Bankruptcy Court pursuant to order; the foregoing obligation shall survive CLOSING.

Deed Transfer and Recording Taxes: 24. At CLOSING, PURCHASER shall deliver a check or other acceptable funds payable to the order of the ROCKLAND County Clerk, or to the Title Insurance Company, in the amount of any applicable transfer tax payable by reason of the recording of the Deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the Title Insurance Company representative at CLOSING.

- Purchaser's Lien:** 25. All money paid on account of this Contract, the reasonable expenses of examination of the title to the PREMISES and any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens, however, shall not continue after default in performance of this Contract by PURCHASER (the term "default" being herein defined in Paragraph 3 above).
- Seller's Inability to Convey: Limitation of Liability:** 26. If SELLER is unable to transfer title to PURCHASER in accordance with this Contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, plus all charges incurred for: (i) examining the title; (ii) Liability: any appropriate additional searches made in accordance with this Contract; (iii) survey and survey inspection charges; (iv) prepaid non-refundable lenders fees, not to exceed 1% of the mortgage amount; (v) credit check and appraisal fees in the actual amounts incurred; and (vi) engineers inspection fees, not to exceed Five Hundred (\$500.00) Dollars. Upon such refund and payment, this Contract shall be considered canceled, and neither SELLER or PURCHASER shall have any further rights against the other party.
- Condition of Premises:** 27. The PREMISES are sold in an "AS IS" physical condition, including the seriously degraded structural condition acknowledged by PURCHASER and SELLER makes no representations other than that the will PREMISES be in such condition at the time of transfer of possession to PURCHASER, normal wear and tear excepted; and that the premises will be delivered free of debris. This Paragraph shall not be construed as a warranty surviving transfer of possession. The limit of SELLER'S liability for non-working appliances, however, shall be the market value of such appliances in their condition as of the date hereof.
- Maintenance:** 28. It shall be the obligation of SELLER to maintain the PREMISES, both interior and exterior, in present condition, except as may be otherwise set forth herein, until the transfer of possession of the PREMISES to PURCHASER.
- Inspection:** 29. PURCHASER shall have access to the PREMISES within forty eight (48) hours prior to CLOSING or taking possession, with all utilities in service, in order to ascertain the condition of the PREMISES with regard to Paragraphs "11," "29" and "30" herein.
- Notices:** 30. All notices required or permitted pursuant to this Contract shall be in writing and forwarded to the other party's attorney at the office address of such party's attorney via the United States Postal Service, certified mail, return receipt requested; and such notice shall be deemed given on the third (3rd) business day following mailing of such notice. Alternatively, a notice may be delivered by an overnight delivery service, or by facsimile, but in any case, such notice shall be deemed made upon the date such notice is actually received by the attorney. However, a notice of default or cancellation shall only be made by certified mail return receipt requested.
- Closing Funds:** 31. PURCHASER does hereby personally guarantee all funds that shall be transmitted by PURCHASER, or on their behalf, to SELLER's Bankruptcy Counsel at the time of CLOSING as and for the balance of the Purchase Price and apportionments; it being understood that this personal guaranty shall survive the delivery of the Deed. Said Closing Funds shall be held by Seller's Bankruptcy Counsel pending a Court Order by the United States Bankruptcy Court for the Southern District of New York.
- Headings:** 32. The paragraph headings in this Contract are for convenience only and have no legal significance.
- Assignment:** 33. This Contract may not be assigned or transferred by PURCHASER without the prior express written permission of the United States Bankruptcy Court for the Southern District of New York.
- Inspections:** 34. (a) PURCHASER has completed an inspection report or has otherwise waived its opportunity to conduct home inspection. PURCHASER is fully familiar with the condition of the PREMISES and agrees to take same in its present "AS IS" condition subject to normal wear and tear.
- (b) (i) The parties acknowledge that all disclosures required pursuant to 42 U.S.C. 4852d (Residential Lead-Based Paint Hazard Reduction Act of 1992) and 24 CFR Part 35 and 40 CFR Part 745 (Requirements for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing) have been made and that PURCHASER has been provided with the pamphlet *Protect Your Family from Lead in Your Home*. Attached to this contract and made a part hereof is the form entitled Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards. This form has been completed, initialed and executed by the parties and their agents, if any.

(ii) PURCHASER has waived the conducting of a Risk Assessment Inspection of the PREMISES for the presence of lead-based paint and/or lead-based paint hazards and this Contract shall be deemed to be in full force and effect with no responsibility on the part of SELLER to correct deficiencies and/or conditions arising out of the occurrence of lead pain at the PREMISES.

Deed Description: 35. SELLER shall, at CLOSING, include in the Deed of Conveyance such description of the PREMISES as may be required by the lending institution, or the Title Insurance Company insuring the conveyance of title. In the event such description is based upon a new survey, such survey shall also be certified or guaranteed to SELLER.

Changes Must be in Writing: 36. This Contract may not be changed or canceled, except in writing, and signed by the parties or their respective attorneys.

Contract Binding: 37. This Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and permitted assigns of the respective parties.


Singular also Means Plural: 38. Any singular word or term herein shall also be read as in the plural, and vice versa, whenever the sense of this Contract may require it.

Conflicts: 39. This Contract constitutes the entire Contract between the parties and shall not be modified or altered by any Contracts, warranties or representations, whether expressed or implied, unless set forth in writing and executed by all of the parties hereto or their respective attorneys.

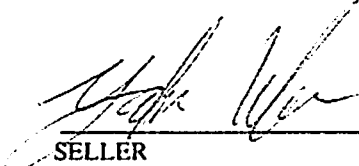
Attorney Authorizations: 40. EACH OF THE PARTIES HEREBY AUTHORIZE THEIR ATTORNEYS TO AGREE IN WRITING TO ANY CHANGES IN DATE AND TIME PERIODS PROVIDED FOR IN THIS CONTRACT.

CONG. NACHLAS MOSHE

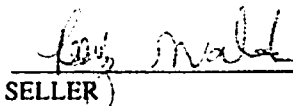
Social Security Number

By  4/12/18
PURCHASER Dated
YECHIEL M. GOLDMAN, AUTH. SIGN.

Social Security Number

 4/12/18
SELLER Dated

Social Security Number

 4/12/18
SELLER Dated

SCHEDULE "B"

PERSONAL PROPERTY RIDER

Personal Property: (a) The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to: (check the boxes as needed)

<input checked="" type="checkbox"/> PLUMBING FIXTURES	<input checked="" type="checkbox"/> HEATING FIXTURES
<input checked="" type="checkbox"/> LIGHTING FIXTURES	<input checked="" type="checkbox"/> BATHROOM CABINETS
<input checked="" type="checkbox"/> KITCHEN CABINETS	<input type="checkbox"/> MANTELS
<input type="checkbox"/> DOOR MIRRORS	<input type="checkbox"/> VENETIAN BLINDS
<input type="checkbox"/> SHADES	<input type="checkbox"/> SCREENS
<input type="checkbox"/> AWNINGS	<input type="checkbox"/> STORM WINDOWS
<input type="checkbox"/> WINDOW BOXES	<input type="checkbox"/> STORM DOORS
<input type="checkbox"/> MAIL BOX(ES)	<input type="checkbox"/> WEATHER VANE(S)
<input type="checkbox"/> FLAGPOLES	<input type="checkbox"/> PUMPS
<input type="checkbox"/> SHRUBBERY	<input type="checkbox"/> FENCING
<input type="checkbox"/> OUTDOOR STATUARY	<input type="checkbox"/> TOOL SHED(S)
<input type="checkbox"/> DISHWASHER(S)	<input type="checkbox"/> WASHING MACHINE(S)
<input type="checkbox"/> CLOTHES DRYER(S)	<input type="checkbox"/> GARBAGE DISPOSAL UNIT(S)
<input type="checkbox"/> RANGE(S)	<input type="checkbox"/> REFRIGERATOR(S)
<input type="checkbox"/> FREEZER(S)	<input type="checkbox"/> AIR CONDITIONING EQUIPMENT & INSTALLATIONS
<input type="checkbox"/> GARAGE DOOR OPENER(S)	<input type="checkbox"/> WALL TO WALL CARPETING
<input type="checkbox"/> WINDOW TREATMENTS	
<input type="checkbox"/> MICROWAVE	

(b) Excluded from this sale are:

<input checked="" type="checkbox"/> FURNITURE	<input checked="" type="checkbox"/> HOUSEHOLD FURNISHINGS
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

(c) Lighting fixtures permitted to be removed by SELLER, shall be replaced by SELLER at SELLER'S expense, with standard "builders" fixtures.

(d) The personal property to be conveyed pursuant to this Contract shall only be to the extent that said personal property presently exists upon the PREMISES, and shall be deemed transferred to and conveyed to PURCHASER under the Deed of Conveyance to be delivered; but it is understood and agreed that no part of the purchase price shall be deemed to have been paid PURCHASER for same and that the property transferred hereunder shall be deemed to have been transferred without consideration.

(e) If, however, it is determined that, notwithstanding the foregoing Paragraph, there is a sales tax due for the transfer of any of the items noted in this Contract, PURCHASER shall hold harmless and indemnify SELLER for any sales tax liability. This Paragraph shall survive CLOSING.

RIDER TO CONTRACT OF SALE BETWEEN
YOCHANAN WALDMAN and RIVKAH WALDMAN (SELLER) &
CONGREGATION NACHLAS MOSHE, INC. (PURCHASER)
6 THOMAS COURT, MONSEY, NY 10952 (THE PREMISES)
DATED THE 12TH DAY OF APRIL, 2018

This Rider is made a part of the original contract of sale with the same force and effect as if set forth therein at length. In the event of any inconsistency between the terms and conditions of this rider and those contained in the original contract of sale, then, and in such an event, the terms of this rider shall control and be binding upon the parties.

41. Purchasers agree that on or before fourteen days prior to the date specified in paragraph 10 of the Contract of Sale, Purchasers will forward a title report which shall notify the attorney for seller, in writing, of any objections to title. If Purchaser shall assert objections to the marketability of title, other than encumbrances which title is herein made subject to, Purchaser shall provide Seller's attorney due notice thereof a reasonable time prior to the date set for the closing of title. Seller shall be entitled to a reasonable adjournment of the title closing date in which to cure said objections. Nothing herein contained, however, shall be deemed to obligate or compel the seller to incur any expense or take any action or other proceeding to cure a title defect or render title marketable and in the event that for any reason whatsoever the seller shall in good faith be unable to deliver title to the premises herein specified, the sole remedy of the Purchasers will be to accept said title as the seller shall be able to deliver without abatement of the purchase price, or in the alternative to cancel this agreement and receive a refund of the contract down payment and net cost of title examination, if any, and upon said refund this contract shall cease and terminate without further liability on the part of either party to the other.

42. Seller has not made and does not make any representation of any nature or description with respect to the Premises or to the physical condition of the premises, or any part thereof, without limitation, except as may be expressly stated herein and Purchaser hereby warrants and represents that he has (or has had the opportunity to) thoroughly and completely inspected the premises and are fully familiar with the condition thereof, is completely satisfied with the condition thereof, and agrees to take the premises "as is". Purchaser acknowledges that neither Seller nor any representative or agent of Seller have made any representation or warranty as to income, expense, taxes, state of repair, zoning regulations, or operation or use of the Premises or any matter or thing affecting or relating to the Premises or this contract or the fixtures, utilities, equipment, and personality, except as specifically set forth herein. Seller shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the premises or this contract furnished by any real estate broker, agent or other person, unless specifically set forth herein. At the date of closing or the date of tender of possession, whichever shall last occur, the Premises will be in substantially the same condition as on the date herein reasonable wear and tear excepted.

43. Notwithstanding the above, Seller warrants that on the date of closing or possession the Purchaser shall receive vacant possession.

44. The Premises is sold subject to the matters set forth in the printed portion of this contract and title shall be, as of the date of closing, insurable and transferred free and clear of all lien and encumbrances except for the following:

- (a) All present and future zoning restrictions, regulations, laws, ordinances, resolutions and orders etc. of any State, municipal or other governmental authority having jurisdiction over the Premises or the use or improvement thereof provided same do not render the title unmarketable.
- (b) Any covenants, restrictions, easements, reservations, conditions, consents and agreements of record provided they are not violated by the present structures and use thereof.
- (c) Any state of facts shown on an accurate survey or personal inspection thereof, and any other state of facts which a current survey of the Premises would show, provided such other state of facts does not prevent the maintenance and use of the premises as a dwelling or render the title unmarketable.
- (d) The rights, agreements, easements, reservations, covenants and restrictions of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations on, under or across the Premises and any other underground encroachments or easements if any and entry upon the Premises to maintain or repair same.
- (e) No title is represented to any land lying within the lines of any street, etc in front of or adjoining the Premises or which may cross over same.
- (f) Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.
- (g) Encroachments and projections of walls, foundations, stoops, cellar doors and steps, areas, coping, cornices, trim, hedges, fences or other improvements, installations or appurtenances onto the Premises or from the Premises onto adjoining property; minor variations between record lines and any tax map; party walls and party wall rights; beams and beam rights; the possible revocable nature of or lack of right to maintain vaults or other improvements or installations beyond building or property lines; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the Premises.

Any of the foregoing "subject to" clauses may be omitted by the Seller from the deed to be delivered hereunder, but all such provisions not expressly omitted shall survive the delivery of the deed.

50. Acceptance of the deed by the Purchasers shall be deemed and strictly construed as constituting full performance on the part of the seller and shall discharge every agreement and obligation on the part of the seller pursuant to this contract, except those, if any, which are herein specifically stated to survive delivery of the deed.

51. The purchasers agree that should they default in the terms and conditions of this contract, the Seller shall retain the downpayment as liquidated damages and may declare that the contract of sale is null and void. The Seller's attorney is authorized to release to the Seller's said downpayment from escrow and purchaser hereby releases Seller's attorney from any liability from making said release.

52. Sellers represent that Sellers are not a foreign person within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"). Sellers shall deliver to Purchasers at the closing a certification stating that Sellers are not a foreign person in the form required by FIRPTA and the representation contained in this paragraph shall be deemed to survive delivery of the Deed.

53. Sellers attorney has agreed to act as escrowee in connection with this transaction as a convenience to both parties and not as an agent to either. The Seller's attorney's responsibility as escrowee is limited solely and exclusively to the expressed conditions set forth herein and the seller's attorney is authorized to release the escrow upon completion of the purpose or purposes for which the escrow was held. In the event of litigation concerning the fund, the seller's attorney is authorized to deposit the money into Court, and upon so doing, the seller's attorney will be completely discharged and released from any further obligation or liability with respect thereto to either party. In the event that seller's attorney is required to make any motion or other application to any Court with regard to the deposit of the escrow funds, both purchaser and seller acknowledge that seller's attorney is authorized to deduct from said escrow deposit, all Court costs and disbursements as compensation therefore. In the event that seller's attorney incurs any additional fees or expenses as escrowee, the parties shall reimburse seller's attorney equally and funds shall stand as security of such reimbursement.

54. The down payment shall be held in escrow by Seller's attorney until closing of title, or as otherwise provided herein, and shall be maintained in an IOLA account maintained by the law firm of the Seller's attorney at Signature Bank, Cedarhurst, NY.

55. The premises and all personal property included in the sale shall be delivered in their present "as is" condition reasonable wear and tear excepted, to the extent that they presently exist on the premises, without any warranties to their working condition except as expressly stated herein.

56. In the event that the downpayment check given by PURCHASER pursuant to the terms and conditions of this Contract is returned for "Insufficient Funds" or not honored by any bank for any reason whatsoever, PURCHASER shall be deemed to be in default of this Contract and PURCHASER shall be responsible to pay to SELLER, as and for liquidated damages, a sum equal to the amount of said downpayment, unless PURCHASER delivers a bank or certified check for said amount to SELLER'S attorney within three (3) days of said dishonor, plus the cost of bank charges incurred as a result of the check being dishonored. Furthermore, in addition to any other rights and remedies which SELLER may have, SELLER at their option, may declare

this contract null and void and at an end and thereupon the SELLER shall be relieved and released from all obligations hereunder.

57. Purchaser represents and warrants to the Seller that it has not dealt with, employed or used the services of or made any inquiries concerning the premises to be conveyed pursuant to this contract with any broker, other than provided herein, and agrees to indemnify and hold harmless the seller from any and all claims, damages, and expenses, including but not limited to reasonable attorneys fees resulting from any claim asserted by other Broker. This provision shall survive closing of title.

58. Any alterations, amendments, changes, cancellations, extensions and/or revocations of this agreement made by and between the attorneys for the respective parties hereto shall be deemed made with the same force and effect as if made between the parties hereto.

59. The Seller shall not be responsible for making any repairs or improvements to the property whether they be requested by any persons, organizations or governmental bodies.

60. Any and all notices which any party may desire or be required to give hereunder must be in writing, addressed to the attorney for the party for whom indicated and delivered by overnight carrier signature receipted or Certified Mail RRR to such Attorney or by fax to the respective attorneys which shall be deemed delivered upon confirmation of delivery by sender's fax machine. Such notices and extensions signed by the attorney for the respective parties shall be deemed sufficient without requiring the signatures of the parties themselves.

Attorney for Seller:
Susan Sytner, Esq.
Marc Wohlgemuth & Associates, P.C.
295 West Route 59
Spring Valley, New York 10977
(845) 746-2700; fax (845) 746-2701
susans@marcwlaw.com

Attorney for the Purchaser:

61. This contract contains the entire understanding between the parties and all prior representations are deemed to have merged herein.

62. This contract may not be changed unless in writing signed by each party hereto.

63. In the event that the closing does not take place in Rockland County the Purchaser shall credit Seller an amount of \$350.00.


64. The Seller hereby states that the forwarding of these contracts to the Purchaser shall not be considered in any way or manner an offer to sell. At any time prior to returning fully executed contracts to the Purchaser's attorney, the Seller may decide to cancel this transaction.

65. Seller and Purchaser hereby agree and acknowledge that in lieu of providing Purchasers with a Property Condition Disclosure Statement, Sellers shall provide Purchasers with a \$500.00 credit against the purchase price at the time of closing.

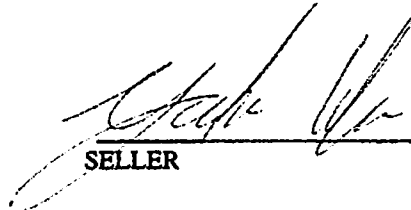
66. This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, shall be considered an original.

IN WITNESS WHEREOF, SELLER and PURCHASERS have duly executed this contract as of the date first above written.

Social Security Number

CONG. NACHLAS MOSHE

PURCHASER
YECHIEL M. GOLDMAN, ALTH. SIEN
4/12/18
Dated

Social Security Number


SELLER
4/12/18
Dated

Social Security Number


SELLER
4/12/18
Dated

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11
Case No. 10-23283-rdd

YOCHANAN WALDMAN and RIVKAH WALDMAN,

Debtors.

-----X

**PROPOSED ORDER TO SELL PROPERTY
FREE AND CLEAR OF LIENS, PURSUANT TO
11 U.S.C. § 363(b) and (f), AND FOR RELATED RELIEF**

Upon the Motion dated April 16, 2018 (the "Motion"), of the debtors herein, Yochanan Waldman and Rivkah Waldman (the "Debtors"), by their attorney, Elizabeth A. Haas, Esq., PLLC, for an Order, pursuant to 11 U.S.C. § 363(b) and (f), (a) authorizing the Debtors to sell to Congregation Nachlas Moshe, Inc. (the "Buyer") property located at 6 Thomas Court, Monsey, New York 10952 (the "Property"), for the sum of \$370,000.000 with liens to attach to the proceeds; (b) and upon the closing to pay Elizabeth A. Haas, Esq., PLLC, attorney for Debtors, no more than the sum of \$5,000.00 plus all reasonable and necessary out-of-pocket expenses; (c) for an Order directing the holder of the First Mortgage to execute a satisfaction of mortgage in recordable form to be released upon the closing of title; and (d) thereafter to deliver the net proceeds of the closing to Elizabeth A. Haas, Esq., PLLC to be held in escrow pending further Order of this Court; and there being due and sufficient notice of the Motion including on all known holders of liens and claims and there being no objection to the requested relief; and upon the record of the hearing held by this Court on Motion on June 22, 2018, and the Court having concluded that the proposed sale is the proper

exercise of the Debtors' business judgment and is in the best interests of the Debtors herein; that one or more of the grounds for the sale being free and clear of all liens and claims pursuant to 11 U.S.C. § 363(f) has been established; that the proposed payment from the sale proceeds are proper and that the Buyer is entitled to protection under 11 U.S.C. § 363(m) as a good faith purchaser provided that the proposed sale closes; and good and sufficient cause appearing, it is

ORDERED that the Motion is granted; and it is further

ORDERED that the Debtors are authorized to sell the Property commonly known as 6 Thomas Court, Monsey, New York 10952, to Congregation Nachlas Moshe, Inc. free and clear of all liens and claims and that such liens and claims to attach to the sale proceeds in the same amount and priority, with the same enforceability and subject to the same defenses as existed immediately before the closing of sale for a gross price of \$370,000.00 and as otherwise provided in the Contract of Sale; and it is further

ORDERED that the Debtors are authorized and directed to pay from the sale proceeds at the closing all outstanding real estate taxes with respect to the Property and the usual and customary expenses of closing included, but not limited to, transfer taxes and recordation fees, to the extend not paid by the Buyer; and it is further

ORDERED that the Debtors are authorized and directed to pay from the sale proceeds at the closing the reasonable fees and expenses of Special Real Estate Counsel for the sale not to exceed \$2,500.00 and the reasonable and customary expenses of closing including transfer taxes, recordation fees and tax adjustments; and it is further

ORDERED that the Debtors are authorized to pay from the sale proceeds at the closing their counsel, Elizabeth A. Haas, Esq., PLLC, no more than the sum of \$5,000.00 plus all reasonable and necessary out-of-pocket expenses; and it is further

ORDERED that upon the closing U.S. Bank Trust N.A. as Trustee for LSS9 Master Participation Trust is directed to provide to the Debtors a satisfaction of mortgage in recordable form; and it is further

ORDERED that the net proceeds of the sale shall be delivered to Elizabeth A. Haas, Esq., PLLC, bankruptcy counsel for the Debtors, pending further Order of this Court; and it is further

ORDERED that within fourteen days after the closing of sale under the Contract of Sale the Debtors shall file a certificate of closing in compliance with this Order.

Dated: White Plains, New York
June , 2018

HON. ROBERT D. DRAIN
U.S. BANKRUPTCY JUDGE, S.D.N.Y.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11
Case No. 10-23283-rdd

YOCHANAN WALDMAN
and RIVKAH WALDMAN,

Debtors.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

Leah Marie Tosh, being duly sworn, states, I am not a party to the action, am over 18 years of age and reside at Valley Cottage, New York.

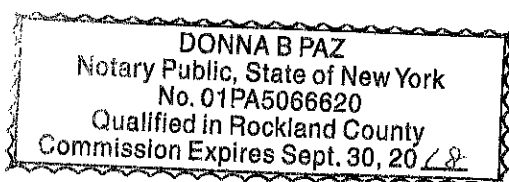
On April 25, 2018, I served a true copy of the **NOTICE OF MOTION FOR AN ORDER TO SELL PROPERTY FREE AND CLEAR OF LIENS, PURSUANT TO 11 U.S.C. § 363(b) and (f), AND FOR RELATED RELIEF; APPLICATION IN SUPPORT; and PROPOSED ORDER** by mailing the same via First Class Mail in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressees as indicated below:

SEE ANNEXED SERVICE LIST


LEAH MARIE TOSH

Sworn to before me this
25th day of April, 2018

NOTARY PUBLIC



PRESIDENT
AMERICAN EXPRESS
P.O. BOX 981537
EL PASO, TX 79998

PRESIDENT
BANK OF AMERICA
P.O. BOX 660694
DALLAS, TX 75266

PRESIDENT
CITIBANK
P.O. BOX 76006
SAN ANTONIO, TX 78245

PRESIDENT
CITIMORTGAGE
P.O. BOX 9438
GAITHERSBURG, MD 20898

CITIMORTGAGE
C/O LEMERY GREISLER LLC
50 BEAVER STREET
ALBANY, NY 12207

PRESIDENT
DISCOVER FINANCIAL
12 READS WAY
NEW CASTLE, DE 19720-1649

PRESIDENT
EQUABALE ASCENT FINANCIAL
1120 W. LAKE COOK RD. STE. A
BUFFALO GROVE, IL 60089

PRESIDENT
GE MONEY
P.O. BOX 981127
EL PASO, TX 79998

PRESIDENT
GEMB/HOME DESIGN FURNITURE
P.O. BOX 981439
EL PASO, TX 79998

PRESIDENT
NATIONAL CITY BANK
40 N. SANDUSKY STREET
DELAWARE, OH 43105

SUPERVISOR
TOWN OF CLARKSTOWN
10 MAPLE AVENUE
NEW CITY, NY 10956

TOWN OF RAMAPO
RECEIVER OF TAXES
237 ROUTE 59
SUFFERN, NY 10901

PRESIDENT
HONDA FINANCIAL SERVICES
P.O. BOX 166469
IRVING, TX 75016

CITIMORTGAGE, INC.
c/o DAVID GALLO & ASSOC.
95-25 QUEENS BLVD., 11TH FLOOR
REGO PARK, NY 11374

HSBC MORTGAGE CORP. USA
ANDREW GOLDBERG, ESQ.
C/O ROSICKI, ROSICKI & ASSOC.
51 E. BETHPAGE ROAD
PLAINVIEW, NY 11803

HSBC BANK USA, N.A.
C/O FEIN, SUCH & CRANE, LLP
7 CENTURY DR., STE. 201
PARSIPPANY, NJ 07054

HSBC BANK USA, N.A.
C/O FEIN, SUCH & CRANE LLP
747 CHESTNUT RIDGE RD., STE 200
CHESTNUT RIDGE, NY 10977

M&T BANK
C/O GETMAN & BIRYLA, LLP
800 RAND BUILDING
14 LAFAYETTE SQUARE
BUFFALO, NY 142303-1995

OFFICE OF THE U.S. TRUSTEE
U.S. FEDERAL OFFICE BLDG.
201 VARICK STREET, #1006
NEW YORK, NY 10014-9449

MR & MRS YOCHANAN WALDMAN
8 THOMAS COURT
MONSEY, NY 10952

PRESIDENT
AM HONDA FINANCE
P. O. BOX 168088
IRVING, TX 75016-8088

PRESIDNET
DYCK-O'NEAL, INC.
P. O. BOX 13370
ARLINGTON, TX 66094

PRESIDENT
HSBC MORTGAGE CORP USA
2929 WALDEN AVENUE
DEPEW, NY 14043

ARROW FINANCIAL SERVICES
C/O FORSTER & GARBUS, LLP
60 MOTOR PARKWAY
COMMACK, NY 11725

TRUMP'S CASTLE ASSOCS.
C/O SLATER TENAGLIA FRITZ
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M & T BANK
ONE M & T PLAZA
BUFFALO, NY 14240

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TRUMP'S CASTLE ASSOCS.
ONE CASTLE BLVD.
ATLANTIC CITY, NJ 08401

PRESIDENT
D'AGOSTINO LANDSCAPING
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WEST NYACK, NY 10994

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REGO PARK, NY 11374

LUCREZIA & PARTNERS LLP
151 SO MAIN ST., NO. 301
NEW CITY, NY 10956

PRESIDENT
GREEN TRIANGLE EQUITIES
21 ROBERT PITT DR. NO 226
MONSEY, NY 10952

PRESIDENT
PNC BANK
P. O. BOX 94982
CLEVELAND, OH 44101

AMERICAN EXPRESS CENT.
C/O BECKET & LEE LLP
P. O. BOX 3001
MALVERN, PA 19355-0701

WILMINGTON SAVINGS FUND
SELENE FINANCE LP
C/O PROBER & RAPHAEL
20750 VENTURA BLVD #100
WOODLAND HILLS, CA 91364

US BANK TRUST
C/O CALIBER HOME LOANS
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

PRESIDENT
CITIMORTGAGE, INC.
P. O. BOX 6941
THE LAKES, NV 88901-6941

PRESIDENT
WINGSPAN PORTFOLIO ADVISORS
18451 DALLAS PARKWAY
DALLAS, TX 75287

PRESIDENT
BANK OF AMERICA NA
P. O. BOX 26012
NC4-105-02-99
GREENSBORO, NC 27420

TRUMP MARINA HOTEL
C/O SLATER TENAGLIA
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OCEAN CITY, NJ 08226

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P. O. BOX 3025
NEW ALBANY, OH 43054-3025

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M & T BANK
1100 WEHRLE DRIVE
WILLIAMSVILLE, NY 14221

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SELENE FINANCE LP
P. O. BOX 422039
HOUSTON, TX 77242-4239

PRESIDENT
SELENE FINANCE
9990 RICHMOND AVE #400 SO
HOUSTON, TX 77042

COUNTY OF ROCKLAND
DEPT OF FINANCE
18 NEW HEMPSTEAD ROAD
NEW CITY, NY 10956

MARC WOHLGEMUTH, ESQ.
MARC WOHLGEMUTH & ASSOC
21 REMSEN AVENUE
MONSEY, NY 10952

CONGREGATION NACHLAS
MOSHE – YECHIEL M. GOLDMAN
4 SANDS POINT ROAD
MONSEY, NY 10952