

NOTICE OF SALE

Premises: 170 East End Ave., Unit 2C, New York, New York 10128 (the “Premises”)

State of New York, Supreme Court, New York County. –Evan global Corp., Plaintiff, v. Mahmoud Thiam, et al., Defendants, Index No. 161203/2018.

Pursuant to the Judgment of Foreclosure and Sale (“Judgment”) granted by this Court and entered in the County Clerk’s Office on July 30, 2024, I, the undersigned Referee duly appointed in this action for such purpose, will sell to the highest bidder, in the New York County Courthouse located at 60 Centre Street, New York, New York, on December 11, at 2:15 p.m., the Premises, namely, ALL that certain plot, piece, parcel of land, with the buildings and improvements thereon erected, situate, lying, and being in the City of New York, County of New York, State of New York, as more fully described in the Judgment. SECTION 1..

An advance copy of the Terms of Sale may be obtained by written request directed to Ballard Spahr LLP, Attention: Eugene Licker, Esq., 1675 Broadway, Suite 1900, New York, New York 10019, provided such request is received at such address on or before seven days prior to the scheduled sale.

Judgment was entered on July 30, 2024, for \$1,827,849.62. Interest is due upon the judgment together with the costs of publication and postings, any advances made by plaintiff for forced placed insurance premiums, any unpaid real property taxes, assessments, and water charges which are liens at the time of sale, and the fees of the referee, upon sale. Premises will be sold subject to the filed Judgment and Terms of Sale.

DATED: August 15, 2024

CLARK WHITSETT

REFEREE

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Rego Park, New York 11374

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

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EVAN GLOBAL CORP.

Plaintiff,

Index No. 161203/2018

- vs -

TERMS OF SALE

MAHMOUD THIAM and FATIM SOW
THIAM

Defendants.

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The Premises, known as 170 East End Ave., Unit 2C, New York, NY 10128, the County of New York and the State of New York, and described in the advertisement of the sale and in Exhibit A annexed hereto, will be sold in one parcel by the Referee, upon the following terms:

1. Ten percent of the purchase price for the Premises will be required to be paid for in cash or by a certified check or bank check to the Referee at the time and the place of the sale, unless the successful bidder is Plaintiff, in which case no deposit against the purchase process shall be required, and for which a receipt will be given.
2. Notwithstanding the previous paragraph, the Referee shall have the right to refuse cash payments and require a bank or certified check from the successful bidder and the Referee shall be entitled to qualify bidders and require bidders to show proof of funds before or during the auction
3. In the event the first successful bidder fails to execute the Terms of Sale or fails to immediately pay the ten percent (10%) deposit as required, the property shall be immediately reoffered at auction on the same day.
4. In the event a party other than Plaintiff becomes the purchaser at the sale, the closing

of title shall be held no later than 30 days after the date of such sale.

5. The balance of said purchase price will be required to be paid in cash or by a certified check to the Referee at his office at 66-05 Woodhaven Boulevard, Rego Park, New York 11374, or any other location agreed to by the referee when the Referee's Deed will be delivered. This sale is "Time of the Essence" in regard to Purchaser only. The Referee is not required to send any notice to the Purchaser; and if purchaser fails to call at the time and place above specified to pay the balance of the purchase price and receive the deed, the Purchaser shall be in default. The Plaintiff shall have the option, in its sole discretion and without leave of court, to: (1) adjourn the closing at the request of the purchaser at which time the purchaser will be charged with interest at the prevailing judgment rate from the original sale date (when the final bid was accepted by the referee) through the eventual closing date on the whole amount of the purchase price as well as assuming responsibility for any and all costs incurred as a result of any adjournment of the closing, or (2) elect to re-schedule the foreclosure sale and the ten percent (10%) deposit given by purchaser to the Referee will be retained by the Referee and applied to the proceeds of the rescheduled foreclosure.

6. The Purchaser of the Premises, at the time and the place of sale, shall sign a Memorandum of his purchase, and an Agreement to comply with the terms and conditions of the Time is of the Essence sale herein contained, and if a closing is required and the Referee seeks and is awarded additional fees for said closing, those fees shall be paid by the purchaser.

7. The bidding will be kept open after the premises are struck down, and, in case any purchaser shall fail to comply with any of the above conditions of the sale, the premises so struck down to him will be again put up for sale, under the direction of the Referee, under these same Terms of Sale, without application to this Court (unless the Attorneys for the Plaintiff shall elect to make such application); and, such purchaser will be held liable for any deficiency there may be

between the sum for which the said premises shall be struck down upon the sale, and the price for which the premises may be purchased on the resale, plus any costs or expenses incurred for such resale, and, upon the purchaser's default, the bid deposit shall automatically be forfeited and applied to the aforesaid deficiency, if any. Such forfeiture shall not be a waiver of any of the rights of the Plaintiff to seek and obtain damages from the defaulting Bidder.

8. In case the Plaintiff shall be the purchaser, or in the event that the rights of the purchaser shall be assigned to and be acquired by the Plaintiff, and a valid Assignment thereof filed with the Referee, the provisions of the Judgment of Foreclosure and Sale entered herein, insofar as they relate to such a purchase by or Assignment to the Plaintiff, shall be deemed included in these Terms of Sale, with the same force and effect as if fully set forth at length.

9. In case the Plaintiff (or its affiliate as defined in paragraph [a] of subdivision one of section six-1 of the banking law) is the purchaser, the property shall be placed back on the market for sale or other occupancy within 180 days of the execution of the deed of sale or within 90 days of construction, renovation, or rehabilitation of the property, provided that such construction, renovation or rehabilitation proceeded diligently to completion, whichever comes first, provided that this court grants an extension upon a showing of good cause.

10. The Premises shall be sold in an "as is" physical condition and subject to:

(a) The terms and provisions of the Judgment of Foreclosure and Sale are incorporated by reference herein, with the same effect as fully set forth herein;

(b) Any state of facts an accurate Survey would show;

(c) Covenants, restrictions and Easements, if any, of record affecting said mortgaged Premises;

(d) Any violation of record thereof, and to Zoning Regulations and Ordinances of the City, Town, or Village in which said mortgaged Premises lie, and any violations of record

thereof, or prior liens, if any;

(e) The rights, if any, of the United States of America, pursuant to Title 28, Section 2410 of the United States Code;

(f) Any and all tenancies, possessory interests and/or leases affecting said premises whether or not they were made party defendants; and

(g) The rights of any defendants pursuant to CPLR §317, CPLR §2003 and CPLR §5015, if any.

11. No Abstract of Title, stub search, or survey will be furnished. All Title and/or Abstract recreation or redating charges are the responsibility of the Purchaser. All of the expenses of recording the Referee's Deed, including, but not limited to, all of the Deed stamps, transfer taxes, and recording fees, if any, shall be paid for by the Purchaser.

12. The Title Insurance, if any, shall be paid for by the Purchaser. In the event that the Purchaser raises any written objections to the Title, the Plaintiff shall have the option of providing Fee Title Insurance from a Title Insurance Company of its choice, ensuring insurable Title. The premium for such a Fee Title Insurance Policy shall be paid for by the Purchaser.

13. Any sums advanced by Plaintiff or its agents after the sale and prior to the recording of the Deed for taxes, inspections, maintenance, preservation, etc., shall be reimbursed to Plaintiff at the time of the sale by the purchaser of the property.

14. Plaintiff or its assignees shall not be responsible for any damage occurring to the property after the foreclosure sale, except that Plaintiff shall not be relieved of any obligation imposed by RPAPL 1307 or 1308 to secure and maintain the property until ownership of the property has been transferred and the deed duly recorded.

Dated: _____

Clark Whitsett Esq.,
Referee

MEMORANDUM OF SALE

_____ has this date agreed to purchase the Premises described in the annexed printed advertisement of the sale for the sum of \$_____, for which a deposit of \$_____ has been received, and hereby promises and agrees to comply with the terms and conditions of the sale of said Premises, as above-mentioned and set forth.

Dated: _____

Esq.,
Referee

Purchaser (print name)

Purchaser's signature

Purchaser's Telephone Number

Purchaser's Email Address

Purchaser's Address

Purchaser's Attorney

Print Name

Attorney's Telephone Number

Attorney's Email Address

RECEIPT

Received from _____, the sum of \$ _____,

being ten percent of the amount of the bid for the property sold by me under the Judgment in the above-entitled action.

Dated: _____

Esq.,
Referee

PLAINTIFF'S RECEIPT

The ten percent deposit is waived.

, Esq.,
Referee

Print Name

Attorneys for the Plaintiff