

State of New York
Supreme Court, Appellate Division
Third Judicial Department

Decided and Entered: March 2, 2017

521661

SEFCU,

Respondent,

v

EXCELSIOR DEVELOPMENT

PARTNERS, LLC, et al.,
Appellants,
et al.,
Defendants.

MEMORANDUM AND ORDER

Calendar Date: January 20, 2017

Before: Garry, J.P., Egan Jr., Devine, Clark and Aarons, JJ.

Chenel Myers, LLP, Albany (Michael P. Chenel of counsel),
for appellants.

Schiller, Knapp, Lefkowitz & Hertzell, LLP, Latham (Gary A.
Lefkowitz of counsel), for respondent.

Aarons, J.

Appeals (1) from an order of the Supreme Court (Caruso, J.), entered December 2, 2014 in Schenectady County, which, among other things, granted plaintiff's motion for summary judgment, and (2) from a judgment of said court, entered July 13, 2015 in Schenectady County, which, among other things, granted plaintiff's motion for a judgment of foreclosure and sale.

In July 2008, defendant Excelsior Development Partners, LLC executed a note in favor of plaintiff that was secured by a consolidated mortgage on real property located in the City of Schenectady, Schenectady County. Defendant Franca DiCrescenzo,

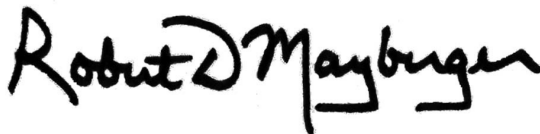
the sole member of Excelsior Development Partners, personally guaranteed the note. Plaintiff subsequently commenced this foreclosure action alleging that Excelsior Development Partners and DiCrescenzo (hereinafter collectively referred to as defendants) failed to make timely payments due under the note. Following joinder of issue, plaintiff moved for summary judgment striking defendants' answer and for the appointment of a referee to compute the amount due. Defendants opposed the motion and cross-moved for summary judgment. In December 2014, Supreme Court, among other things, granted plaintiff's motion. In July 2015, Supreme Court issued a judgment of foreclosure and sale in plaintiff's favor. These appeals by defendants ensued.

For the reasons set forth in SEFCU v Allegra Holdings, LLC (___ AD3d ___ [decided herewith]), we affirm.

Garry, J.P., Egan Jr., Devine and Clark, JJ., concur.

ORDERED that the order and judgment are affirmed, with costs.

ENTER:

A handwritten signature in black ink that reads "Robert D. Mayberger". The signature is written in a cursive, slightly slanted style.

Robert D. Mayberger
Clerk of the Court