**STATE OF NEW YORK \_]**

**COUNTY \_\_\_\_\_\_\_\_\_\_\_\_\_ ]ss.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , Plaintiff**

**- against -**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , Defendant**

# **ASSIGNMENT OF JUDGMENT OF FORECLOSURE AND SALE AND CAUSE OF ACTION**

**THIS ASSIGNMENT, made the \_\_\_\_\_\_ day of \_\_\_\_\_\_ , 20\_\_\_\_ , by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Assignor"), with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ New York, New York and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Assignee"), having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York.**

**WHEREAS, an action to foreclose a mortgage (more particularly described in the Assignment of Mortgage of even date herewith) was commenced by Plaintiff on or about , 20\_\_\_ ; and**

**WHEREAS, a Judgment of Foreclosure and Sale in the captioned action was duly entered in the office of the Clerk of the Court, Supreme Court of the State of New York, County of \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ ; and**

**WHEREAS, the Assignee wishes to purchase and take by assignment the cause of action and the Judgment of Foreclosure and Sale and the Assignor wishes to sell and assign the cause of action and the Judgment of Foreclosure and Sale.**

**NOW, THEREFORE, the Assignor, in consideration of $ \_\_\_\_\_\_\_\_\_\_\_ , and other good and valuable consideration, to Assignor duly paid, has sold, assigned and transferred, and by these presents hereby sells, assigns and transfers to the Assignee all of its right, title and interest in the said cause of action and Judgment of Foreclosure and Sale. Assignor hereby authorizes and Assignee hereby agrees to proceed with said suit in its name and to execute all papers necessary for the continuation of said suit and to receive the benefits of said suit whether in settlement, judgment, foreclosure sale, surplus money proceedings, or otherwise. The Assignor and Assignee hereby covenant and agree to deliver such other and further documents as may be reasonably necessary to carry out the terms of this Assignment. The Assignor hereby covenants that it will not release or discharge all or any part of said Judgment of Foreclosure and Sale, and that said Judgment of Foreclosure and Sale is free from attorneys' liens. This assignment is made without recourse to the Assignor in any event whatsoever.**

**IN WITNESS WHEREOF, this assignment has been duly executed by the Assignor and Assignee the day and date first above written.**

**ASSIGNOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ASSIGNEE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**