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FOR PUBLICATION

1: 29


IN THE SUPERIOR COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

PACIFIC FINANCIAL CORPORATION,) CIVIL ACTION NO. 02-0031
)
Plaintiff,)
)
vs.)
) ORDER GRANTING PETITION FOR
) EXERCISE OF REDEMPTION RIGHTS
RONALD D. SABLAN and)
MARIA ANA T. SABLAN,)
)
Defendants.)

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I. INTRODUCTION

THIS MATTER came before the Court for a hearing on August 27, 2007, at 1:30 p.m. in courtroom 220A to consider the petition of Antonio A. Sablan for the exercise of redemption rights with respect to defendant judgment debtors Ronald D. and Maria Ana T. Sablan's real property that was sold at a foreclosure sale on June 5, 2007. Purchasers Del Ariel Benson and Karen Benson appeared through attorney F. Matthew Smith, Esq., to object to the exercise of redemption rights by the petitioner on the basis that such exercise is not permitted by statute. Petitioner/Redemptioner Antonio A. Sablan appeared through attorney Victorino DIG. Torres, Esq., in support of the petition. Having considered the arguments of counsel, the materials submitted and the applicable laws, the Court hereby issues its order granting the petition for redemption.

Tomás Briones
M.F. Smith
Maria
CC

ENTERED
DATE: _____

1 On July 25, 2002, PFC assigned all of its interests under the 1992 promissory note and mortgage
2 to Pacific Asset Management Corporation ("PAM"). (Pl.'s Suppl. Ex. filed May 12, 2005). The action
3 continued under the present caption pursuant to Com. R. Civ. P. 25(c), and the Court approved a
4 substitution of counsel for the plaintiff on November 26, 2003. At the conclusion of a hearing held on
5 May 2, 2005, the Court granted plaintiffs motion for judgment by default and, on May 27, 2005, entered
6 its written findings and judgment as prepared by counsel. Paragraphs 1-5 of the written findings,
7 however, contain the following misstatements: (1) the promissory note and mortgage are misidentified as
8 an \$82,376.34 loan secured by a mortgage recorded on October 5, 1998; (2) it is incorrectly stated that the
9 defendants were notified of their default on March 20, 2002; and (3) it is incorrectly stated that attorney
10 fees are available under Paragraph No.6 of the mortgage document. These references match the details
11 of one of the subsequent mortgages the Sablans executed with the Bank of Saipan, who is not a party to
12 this action. (PATR at 4, ¶ 14). Paragraphs 6-7 and 9-10 of the Court's findings, however, correspond to
13 the complaint and the information presented at the hearing on May 2, 2005, correctly indicating the
14 defendants' indebtedness and liability for costs and attorney fees under their 1992 mortgage with PFC.

15 Pursuant to the May 27, 2005, default judgment, the property was timely noticed for sale and later
16 re-noticed when the first attempt at sale garnered insufficient bids. (Report & Accounting of Sale filed
17 July 3, 2007). The property was sold on the second attempt on June 5, 2007, for the highest bid of
18 \$80,000. (*Id.*). The purchasers were Del Ariel Benson and Karen Benson, who intend to take a 55-year
19 lease of the property, and Carlene Atalig Mitchell, who plans to acquire the title in fee. (Certificate of
20 Sale filed July 3, 2007). The Court approved the sale on July 9, 2007, entering a deficiency judgment of
21 \$44,514.36 against the defendants and in favor of PAM.

22 On July 17, 2007, Ronald D. Sablan executed an Assignment of Redemption Rights purporting to
23 convey his right of redemption to his relative, Antonio A. Sablan, a person of Northern Mariana Islands
24 descent living on Guam, for the recited consideration of his "love and affection" and "Ten Dollars

1 (\$10.00)," which was recorded with the Commonwealth Recorder's Office as File No. 07-1579 the same
2 day. (Pet'r, Ex. A). On July 18, 2007, Antonio A. Sablan petitioned the court for approval of his exercise
3 of redemption and tendered the proposed redemption price of \$81,200.00 to the clerk of the court pursuant
4 to 2 CMC § 4542(b). The purchasers oppose the petition, contending that the assignment is invalid and
5 contrary to statute.

6 III. ANALYSIS

7 1. Clerical Errors.

8 The misidentification of the plaintiffs mortgage that occurred on the entry of the Court's May 27,
9 2005, default judgment was carried forward in the record and repeated in the auctioneer's Certificate of
10 Sale and the Court's order of July 9, 2007, approving the sale and granting a deficiency judgment. The
11 error was never brought to the attention of the Court by any party. The Court's own notes of the May 2,
12 2005, hearing on plaintiffs motion for a default judgment, however, and the sums included in its findings
13 and used to calculate the defendants' indebtedness, show that the Court based its judgment on the 1992
14 mortgage that was the subject of the complaint. Liability for costs and attorney fees is founded upon
15 Paragraph No. 11 of that mortgage document.

16 The error is therefore one of transcription only, and has not affected the substantial rights of the
17 parties. The Court may correct such an error *nunc pro tunc* at any time and on its own motion. Com. R.
18 Civ. P. 60(a); *In Sik Chang v. Estate of Norita*, 2006 MP 02, ¶¶ 22-23; *See, also, Us. v. Mosbrucker*, 340
19 F.3d 664, 666 (8th Cir. 2003) (post-sale amendment of judgment to revise property description by
20 including additional 30 acres permitted under Fed. R. Civ. P. 60(a)). The Court will therefore issue an
21 *errata* to correct the record on this matter.

22 2. Exercise of Redemption Rights by Assignee.

23 The right of a mortgagor to redeem the mortgaged property following a foreclosure sale is purely
24 statutory. 2 CMC §§ 4541-4544; *Madison Properties, Inc. v. Us.*, 375 F.2d 740, 741 (9th Cir. 1967). The

1 CNMI's Real Estate Mortgage Law provides that real property sold by judicial foreclosure may be
2 redeemed within one year of the sale "by the judgment debtor or a successor in interest" by paying the
3 purchaser the purchase price, plus one percent per month interest thereon, and upon paying specific
4 interim costs of the purchaser, if any. 2 CMC §§ 4541-42. If the judgment debtor and the purchaser
5 cannot agree on the proper redemption price, the statute allows the judgment debtor to petition the court to
6 determine the proper amount. 2 CMC § 4542(b). The purchasers in this proceeding have raised no
7 objections to the amount tendered, but object generally that the assignment of the judgment debtor's right
8 to redemption is not permitted by the statute and that the purported assignment is void as having been
9 made with the intent to defraud the purchasers and the junior encumbrances.

10 The right of redemption from foreclosure evolved at common law from an equitable "right to pay
11 late," which prevented forfeiture by reviving a condition subsequent to the mortgagee's absolute title, into
12 a recognized equitable interest in real property. *Hutchins v. King*, 68 U.S. 53, 58, 17 L.Ed. 544, 1 Wall. 53
13 (1863); RESTATEMENT (THIRD) OF PROPERTY (MORTGAGES) § 3.1, cmt. a, (1997) (hereafter,
14 "RESTATEMENT"). As an interest in land, the equitable right of redemption is presumptively alienable,
15 subject to inheritance and devise, and may even be assigned for the benefit of creditors. *Guam*
16 *Hakubotan, Inc. v. Furusawa Inv. Corp.*, 947 F.2d 398, 401 (9th Cir. 1991); *Lobsenz v. Micucci Holdings,*
17 *Inc.*, 316 A.2d 59,59-60 (NJ.Super. 1974) ("the right of redemption obviously is a valuable right and, as
18 such, is subject to transfer and conveyance just as is any other right, title or interest in or to real
19 property"); 6 AM. JUR. 2D *Assignments* § 21. The equitable right of redemption is extinguished by a
20 decree of foreclosure in a judicial proceeding in which the person with the right to redeem is a party.
21 RESTATEMENT § 6.4, cmt. a.

22 By the late nineteenth century, nearly half of the states had already enacted statutes extending the
23 "right to pay late" to short periods of time *beyond* the foreclosure and even after the sale of the property:
24 "In many of the states, the right to redeem within a prescribed time after sale under a decree of foreclosure

1 is given, in certain cases, by statute. This right, when thus given, is a substantial one, to be recognized
2 even in the courts of the United States sitting in equity, because the statute constitutes a rule of property in
3 the state that enacts it." *Parker v. Dacres*, 130 U.S. 43, 48, 9 S.Ct. 433,434, 32 L.Ed. 848 (1889). During
4 the economic turbulence of the 1930s, many states expanded these statutes to further extend the right of
5 redemption to protect distressed mortgagors from the forfeiture of their homes and land. 12 THOMPSON
6 ON REAL PROPERTY § 101.07(a) (David A. Thompson ed., 1994) (hereafter "THOMPSON"); NORMAN 1.
7 SINGER, SUTHERLAND STATUTORY CONSTRUCTION § 69.04 at 162 (5th ed. 1992) (hereafter "SUTHERLAND").
8 Remedial in nature, statutory provisions granting a post-sale right of redemption have been given a "very
9 liberal interpretation." *Id.*, SUTHERLAND.

10 By its nature, the exercise of statutory redemption rights following a judicial sale is a rare
11 occurrence, and this issue appears to be one of first impression for the Commonwealth courts. Petitioner
12 contends that he is the "successor in interest" to the statutory redemption interest that Ronald D. Sablan
13 held in the property, and may freely exercise the right to redeem under 2 CMC §§ 4541-42.¹ Purchasers
14 argue that the statutory redemption right of the mortgagor may not be assigned because the redemption
15 provisions of the statute do not use the word "assigns" or an equivalent, and that the term "successor in
16 interest" must be interpreted congruently with the meaning of "successor" in probate law; i.e., as one who
17 takes by will or *succession*. Purchasers also argue that permitting the assignment of redemption rights
18 would frustrate the purpose of the real estate mortgage law by inhibiting secondary lenders, discouraging
19 bidders at sales, and facilitating fraud.

20 It is true that the term "successor in interest" is not defined by the statute, but neither are such
21 terms as "redemption," "purchaser," "judgment debtor" or "foreclosure." It is presumed that these terms

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23 12 CMC § 4541, captioned "Redemption," states in full: "All real property sold upon foreclosure of a mortgage by order,
24 judgment, or decree of court maybe redeemed pursuant to this article at any time, within 12 months after the date of the sale by
the judgment debtor or a successor in interest; provided, however, that the judgment debtor or the successor in interest redeems
all of the property as sold."

1 do not require specialized definitions and retain their common law meaning. SUTHERLAND § 50.03. A
2 "successor in interest" is quite simply one who acquires the same relevant interest in property that was
3 previously held by another.² "Mortgagor" is defined by the statute to include reference to "the
4 mortgagor's heirs, personal representative, successors, and assigns." 2 CMC § 4513(g). Purchasers rely
5 upon this language as an indication that the legislature distinguished "successors" from "assigns" and
6 chose *not* to include "assigns" among those entitled to redeem under Section 4541. (Opp'n to
7 Redemption, p. 2). It is argued that the use of "successor" in Section 4517 of the statute (regarding the
8 effect of the descent of mortgaged property) further confirms this distinction and implies that, by using
9 "successor" in describing who may redeem under Section 4541, the legislature intended to limit the right
10 of redemption to either the judgment debtor or to the deceased judgment debtor's "successors" as defined
11 by the CNMI's Probate Law.³ (*!d.*).

12 This interpretation fails under a plain reading of the statute. With respect to the effect of the
13 mortgagor's death on the mortgage, Section 4517 uses the terms "successor or devisee" immediately
14 following the characterization of property that "passes by succession or devise." Concerning the right of
15 redemption, Section 4541 does not use the term "successor," but the very different term "successor in
16 interest." The term "successor in interest" appears nowhere in the CNMI's Probate Law, which is to be
17 expected. It is a categorical designation of a present state of relations, neutral as to the *means* (e.g.,
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19 ² Black's defines "successor in interest" as follows: "One who follows another in ownership or control of property. A successor
20 in interest retains the same rights as the original owner, with no change in substance." BLACK'S LAW DICTIONARY 1446 (7th ed.
21 1999). "Successor" by itself is defined as "a person who succeeds to the office, rights, responsibilities, or place of another; one
22 who replaces or follows another." *[d.*

³ Section 2107(bb) of the Probate Law states: "'Successors' means those persons, other than creditors, who are entitled to
property of a decedent under a decedent's will or under this [Probate] law." 8 CMC § 2107(bb).

Section 4517 of the Real Estate Mortgage Law states: "Whenever real property which is subject to a mortgage passes by
succession or devise, the successor or devisee is not entitled to have the decedent's personal representative satisfy the mortgage
out of the decedent's estate unless there is an express provision in the decedent's will that the estate is to satisfy the mortgage.
Unless the mortgage is so satisfied out of the decedent's estate, the heir or devisee takes the property subject to the mortgage. 2
CMC § 4517.

1 assignment, purchase, devise, merger, etc.) by which it came about. Likewise, purchasers' argument that
2 the right of redemption is indicated to be an exclusive and personal right of the judgment debtor because
3 only the words "judgment debtor" appear in the *procedures* set forth in Section 4542 is untenable, given
4 that the *right* of redemption is expressly extended to the debtor's "successor in interest" by the preceding
5 Section 4541. A thorough reading of the entire statute shows that it simply does not answer the precise
6 question presented; that is, whether or not the judgment debtor may assign his redemption rights to a third
7 party after the judicial sale of the property.

8 This was the same question presented to the Wisconsin federal district court with respect to a tax
9 sale in *Babb v. Frank*, 947 F.Supp. 405 (W.D.Wis. 1996), a case cited by petitioner. Noting that the
10 relevant statute did not expressly address the issue, that the parties agreed that the assignee would take the
11 property subject to the tax lien, and citing the principle that the remedial statute should be liberally
12 construed in favor of redemption, the court concluded that the assignment was valid and would be given
13 effect. *Id.*, at 409-410. The court reasoned that purchasers at tax sales would suffer no legitimate
14 prejudice if redemption could be exercised by an assignee in place of the original owner, and predicted
15 that the possibility of such redemption would encourage more realistic bidding at sales, thus furthering the
16 purpose of the statute by maximizing the recovery by lien holders. *Id.*, at 410.

17 Purchasers distinguish *Babb* by arguing that the federal redemption statute, 28 U.S.C. § 6337,
18 expressly grants redemption rights to an expansive list of interest holders in the property, including "any
19 person having an interest [in the property]" and "any person in their [interest holders'] behalf," while the
20 CNMI's statute only grants such a right to "the judgment debtor or a successor in interest." 2 C.M.C. §
21 4541.⁴ The precise issue addressed in *Babb*, therefore, is cast as one of assignability post-sale, the court

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23 ⁴ 26 U.S.c. § 6337 states in part: "Period. The owners of any real property sold as provided in section 6335, their heirs,
24 executors, or administrators, or any person having any interest therein, or a lien thereon, or any person in their behalf, shall be
permitted to redeem the property sold, or any particular tract of such property, at any time within 180 days after the sale
thereof." 26 U.S.C. § 6337(b)(1).

1 assuming that there was no question as to assignability *per se*. See, *Babb*, *supra*, 947 F.Supp. at 406.
2 Purchasers argue that the quoted expressions in the federal statute, being broader than the expression
3 "successor in interest," permit the former to include assignees of the judgment debtor, while assignees are
4 excluded under the latter.

5 This merely assumes the issue, however, because in every other context the assignee of a real
6 property right is the prototypical "successor in interest." The court in *Babb* stated "[N]either side's
7 interpretation of § 6337 is mandated specifically by the statutory language. To the extent that any canon
8 of construction controls the interpretation of § 6337, it can only be the one favoring the interests of the
9 owner." *Id.*, at 407. This approach conforms to the general principle that the statutory extension of a
10 common law remedy will generally be construed to contain all of the attributes of the original remedy that
11 are not expressly excluded by the statutory language. SUTHERLAND § 50.03. This Court's review of the
12 judicial decisions of other jurisdictions reveals that most courts that have considered the matter have
13 found that statutory redemption rights, like the common law equity of redemption, may be conveyed or
14 assigned by the holder of such rights whether or not there is express statutory authorization for such a
15 transfer. See, e.g., *Fidelity Mut. Sav. Bank v. Mark*, 767 P.2d 1382, 1384-85 (Wash. 1989); *Lobsenz v.*
16 *Micucci Holdings, Inc.*, *supra*, 316 A.2d at 59-60; *Cooper v. Maurer*, 98 N.W. 124, 125 (Iowa 1904);
17 *Phillips v. Hagart*, 45 P. 843, 844 (Cal. 1896); *Banks v. McClellan*, 24 Md. 62 (Md. 1866); also,
18 THOMPSON § 101.07(c)(2); 55 AM. JUR. 2DMortgages § 1300 (1994 & 2007 Update).⁵

19 Redemption rights generally may be held at the same time by multiple individuals with interests in
20 the same property, including joint owners, and may be exercised by any of them, provided the whole

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22 ⁵ A helpful compilation of state law redemption statutes is provided by Baxter Dunaway in 2 THE LAW OF DISTRESSED REAL
ESTATE, Ch. 20, § 20:3 and Appendix 20A (West 2001 & 2007 Update). It is noted in the appendix that New Jersey, which
23 recognizes the judgment debtor's post-sale right of redemption and held that right to be freely transferable in *Lobsenz v.*
Micucci Holdings, Inc., *supra*, does not have a statute that expressly grants a post-sale right of redemption even to the judgment
24 debtor. *Id.*, §76:66. Two New Jersey statutes (NJ.S.A. § 2A:50-4 and NJ.S.A. § 2A:50-5) impliedly acknowledge the
existence of this right, but the right was judicially created out of an extension of equitable principles. *Hardyston Nat. Bank of*
Hamburg, NJ. v. Tartamella, 267 A.2d 495,498 (N.J. 1970).

1 property is redeemed. *Hardin v. Collins*, 35 So. 357, 358 (Ala. 1903); 55 AM. JUR. 2D *Mortgages* § 885.
2 The provision of Section 4541 conditioning the exercise of redemption by the judgment debtor or the
3 judgment debtor's successor in interest on the redemption of "all of the property as sold" is consistent
4 with this general rule. *Supra*, n. 1. Redemption statutes should be construed to permit redemption by
5 those in privity in title to the mortgagor, or who would lose their interests in the property by foreclosure.
6 *North Dakota Horse & Cattle Co. v. Serumgard*, 117 N.W. 453, 463 (N.D. 1908). It follows that where a
7 statute confers redemption rights on "the judgment debtor," the right may be exercised by either of the
8 jointly liable judgment debtors, such as co-obligors Ronald and Maria Sablan, regardless of any future
9 right of contribution between them. *Id.* The fact that Maria Sablan has provided no written consent to
10 Ronald's assignment therefore provides no basis for invalidating the transfer of his right of redemption.
11 This Court considers the reasoning of these decisions, particularly as expressed by the courts in *Babb* and
12 *Lobsenz*, to be persuasive on this issue, and concludes that the judgment debtor's assignment of his right
13 of redemption to petitioner does not conflict with the language or purpose of 2 CMC §§ 4541 *et seq.*, and
14 therefore is not invalid on this basis.

15 Purchasers also contend that the assignment should be declared void on the basis that it is a
16 conveyance made with the intent to defraud junior interest holders in the property. (Opp'n to Redemption,
17 p. 4, *citing* 2 CMC § 4520(a)). Purchasers suggest that the assignment was motivated by the parties'
18 expectation that the exercise of redemption by the judgment debtor's assignee would constructively
19 reclaim the property for the judgment debtor's benefit, or permit the subsequent re-conveyance of the
20 property to the judgment debtor outright, while simultaneously permitting the judgment debtor to avoid
21 his security obligations by eliminating the junior encumbrances.

22 Although the transfer of a property interest by an insolvent debtor necessarily requires close
23 scrutiny, the above-cited authorities clearly demonstrate that the assignment of a statutory right of
24 redemption, particularly one that appears to further its remedial purpose by preserving the title to the

1 property in the hands of the debtor's family, cannot be deemed fraudulent in and of itself. Purchasers
2 have no standing as creditors and have alleged no additional circumstances that would permit the Court to
3 set aside the assignment as a fraudulent conveyance. Com. R. Civ. P. 9(b); *Benevente v. Marianas Pub.*
4 *Land Corp.*, 2000 MP 13 ¶¶ 39-43, 6 N.M.I. 136.

5 The effect of statutory redemption upon subordinate liens is another issue that is not expressly
6 addressed by the Commonwealth's statute or by judicial opinion. The Court notes that a number of
7 jurisdictions treat a statutory redemption by the judgment debtor or an assignee as having the same effect
8 that a purchase by the judgment debtor or assignee at a judicial sale would have under the Restatement:
9 "A holder of the equity of redemption who purchases real estate at a foreclosure sale of any lien on that
10 real estate acquires title subject to any lien or other interest that was junior to the foreclosed lien."
11 RESTATEMENT § 4.9(a); THOMPSON § 101.07(c)(2). The extension of this rule to statutory redemption by
12 an assignee of the original holder is supported by different theories. *See*, 56 A.L.R.4th § 703. Other
13 jurisdictions give greater effect to the foreclosure sale, divesting the rights of junior lien holders who were
14 parties to the proceeding but who failed to protect their interests, even when the property is redeemed by
15 the original judgment debtor or an assignee. *Id.* Because the holders of subordinate interests in the
16 property were never made parties to this proceeding, this issue is not properly before the Court.

17 3. Omitted Parties.

18 It is axiomatic that a judgment of foreclosure may only affect the interests of persons in the
19 foreclosed property who were properly made parties to the proceeding. *Villanueva v. City Trust Bank*,
20 2002 MP 1 ¶ 23, 6 N.M.I. 346; RESTATEMENT § 4.9, cmt. b; THOMPSON § 101.04(b)(1). Moreover, a
21 plaintiff seeking foreclosure is statutorily *required* to make junior interest holders parties by Section
22 4537(c)(7) of the statute, which states:

23 (c) *Complaint for Foreclosure.* The complaint for foreclosure shall set forth... (7) The
24 names and residences of all persons having or claiming an interest in the property

1 subordinate in right to that of a holder of the mortgage, *all of whom shall be made*
2 *defendants in the action.*

2 CMC § 4537(c)(7) (emphasis added).

3 The foregoing section must be read together with Section 4551, which provides:

4 **Limitation of Actions.** No action to recover land or any interest therein based on any
5 claim or color of title originating, accruing or arising before a foreclosure sale shall be
6 commenced after expiration of the redemption period as provided in this chapter.

2 CMC § 4551.

7 These provisions operate together to ensure that the purchaser at a foreclosure sale will receive
8 clear title to the property, free of the interests of junior lien holders. Where a statute prescribes the joinder
9 of junior interest holders, it has been held that actual notice of the proceedings delivered to junior interest
10 holders is insufficient to permit the conclusion of their interests if they are not made parties. *Rockaway*
11 *Imp., LLC. v. Danca Transmission Corp.*, 9 Misc.3d 210,801 N.Y.S.2d 138, 141 (N.Y.C. Civ. Ct. 2005);
12 55 AM. JUR. 2D *Mortgages* § 649. Omitted junior interest holders in the property are generally not
13 regarded as indispensable parties to a foreclosure proceeding, however, so it is reasonable to construe the
14 effect of a plaintiffs failure to comply with 2 CMC § 4537(c)(7) as limited to a proscription on any
15 judgment affecting the interests of the omitted parties, rather than as a nullification of the entire
16 proceeding. *Id.*; *See, also, Valentine v. Portland Timber and Land Holding Co.*, 547 P.2d 912, 914
17 (Wash.App. 1976). The instant petition for approval of the petitioner's exercise of statutory redemption,
18 like the plaintiffs original action to foreclose on its 1992 mortgage, fails to provide the Court with a
19 jurisdictional basis for determining the validity or priority of any interests held by the omitted parties.

20 **IV. CONCLUSION**

21 Although the respective arguments presented by the petitioner and the responding purchasers raise
22 a number of issues that significantly concern the prior proceedings, the question actually presented is a
23 narrow one: Is the judgment debtor in this case permitted to assign his statutory redemption right to a
24 third party after the sale of the property, but before the statutory period of redemption expires, thus

1 allowing the third party to redeem the property from the purchasers in his place? For the reasons stated
2 above, this Court concludes that a judgment debtor may assign such an interest and that the assignment in
3 this case is valid.

4 IT IS THEREFORE ORDERED that

- 5 1. The Redemption Amount is EIGHTY-FIVE THOUSAND SIX HUNDRED DOLLARS
6 (\$85,600.00) based upon the purchase price of EIGHTY THOUSAND DOLLARS plus
7 interest pursuant to 2 CMC § 4542(a) of one percent (1 %) per month from the June 5, 2007
8 date of sale. The sum of EIGHTY-ONE THOUSAND TWO HUNDRED DOLLARS
9 (\$81,200.00) has been deposited with the court by the Petitioner/Redemptioner ANTONIO A.
10 SABLAN. Prior to redemption and no later than ten (10) days following the date of this order,
11 Petitioner/Redemptioner shall further deposit FOUR THOUSAND FOUR HUNDRED
12 DOLLARS (\$4,400.00) with the Clerk of Court.
- 13 2. Petitioner/Redemptioner ANTONIO A. SABLAN shall prepare a Certificate of Redemption in
14 conformance with 2 CMC § 4542(e) for the real property Lot EA 850-1 as described in the
15 Default Judgment entered May 27,2005, and in the Order of this Court dated July 9,2007 and
16 submit it to Purchasers DEL ARIEL BENSON, KAREN BENSON, and CARLENE ATAUG
17 MITCHELL for their signatures.
- 18 3. Upon the Purchasers' filing with the Clerk of Court of a Certificate of Redemption conforming
19 to this Order, the Clerk of Court shall transfer forthwith all sums on deposit from the Petitioner
20 up to and including the full Redemption Amount to Purchasers.

21 IT IS FURTHER ORDERED that

- 22 4. *Nunc pro tunc*, the record in this proceeding be corrected by striking and substituting
23 Paragraphs 1,2,3,5 and 8 of the Court's Findings of Fact contained within the May 27,2005,
24 Default Judgment, and Paragraph 2 of the July 9,2007, Order Approving Foreclosure Sale, to
reflect that defendants' promissory note for a principal amount of \$60,605.82 was executed on
August 14, 1992, that the mortgage was recorded on August 16, 1993, that defendants were
notified of their default on the note on May 14, 2001, and that the recovery of attorney's fees
are provided for by Paragraph No. 11 of the mortgage agreement.

25 SO ORDERED this 4th day of January, 2008.

26 
27 _____
28 RAMONA V. MANGLONA, Associate Judge

11:20
[Signature]

IN THE SUPERIOR COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

PACIFIC FINANCIAL CORPORATION,) CIVIL ACTION NO. 02-0031

)
Plaintiff,)

)
vs.)

)
ERRATA ORDER

)
RONALD D. SABLAN and)
MARIA ANA T. SABLAN,)

)
Defendants.)

-----)

*Tobias
M.F. Smith*

This Court's Order Granting Petition for Exercise of Redemption Rights, issued concurrently herewith, identifies and corrects clerical errors appearing in the Court's prior entry of Default Judgment on May 27, 2005, and Order Approving Foreclosure Sale on July 9, 2007.

Misstatements of the Court's Findings on page two of the written Default Judgment are stricken and substituted as follows:

1. In Paragraph No. 1., "1992" is substituted in place of "1998."
2. In Paragraph No. 2., "Eighty Two Thousand Three Hundred Seventy-Six Dollars and Thirty-Four Cents (\$82,376.34)" is replaced by "Sixty Thousand Six Hundred Five Dollars and Eighty-Two Cents (\$60,605.82)" and "October 2nd, 1998" is replaced by "August, 14, 1992."
3. In Paragraph No. 3., "August 16, 1993" is substituted for "October 5th, 1998."
4. In Paragraph No. 5., "May 14, 2001" is substituted for "March 20th, 2002" and "1992" is substituted for "1998."

DATE: _____
ENTERED

