



[Real Estate Watch \(REW\)](#) works to hold predatory landlords and developers accountable by providing empirical information and tools to empower Brooklyn residents and small businesses. Real Estate Watch (REW) is the investigative research project of [Equality for Flatbush](#)
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Emigrant Bank - Fact Sheet 2020

Emigrant Bank (formerly known as Emigrant Industrial Savings Bank, Emigrant Savings Bank) is a privately-owned bank incorporated in 1850 in New York City as a savings bank for Irish immigrants. It carries approximately \$6.3 billion in assets as of [March 2020](#). The bank has various subsidiaries including Emigrant Mortgage Company, Inc., Emigrant Funding Corp., Emigrant Business Credit Corp., Emigrant Financial Services, Emigrant Capital, Emigrant Partners and Emigrant Bank Fine Art Finance. The bank has five locations in New York States and operates online banking services MySavingsDirect and EmigrantDirect.Com. The bank was acquired by Seymour and Paul Milstein in 1986 and is currently run by Howard Milstein; it is held by New York Private Bank & Trust (also owned by the Milstein family), which also has the following [affiliates](#): New York Private Trust, Personal Risk Management Solutions, Galatioto Sports Partners, Summitas, New York Private Finance, Abacus Finance, Aperture Media Partners, and Retained Realty. Emigrant Bank has had many lawsuits brought against it for predatory lending and financing practices, and is known for offering NINA (no income, no assets) loans to low-income applicants with weak or no credit. These loans often have high default rates, and kick in high interest rates and fees after default, incurring huge costs to borrowers. In 2016 a Brooklyn jury found Emigrant guilty of predatory lending during the period 2005 - 2009 after a lawsuit was filed by homeowners in 2011. Emigrant utilizes various realty affiliates (commonly Retained Realty) to shelter bad assets or buy distressed properties and transfer ownership to Emigrant. Emigrant and its various affiliates own hundreds of properties in New York City. Emigrant used TARP funds to finance its predatory mortgage practices and was the [last bank](#) to repay the loan to taxpayers.

BUSINESS NAME

Emigrant Bank

5 East 42nd Street, New York, NY, 10017

800-836-1998

<https://www.emigrant.com/idx.htm#/aboutus/contact-us>

Business is registered as:

Emigrant Bank

5 East 42nd Street, New York, NY, 10017

800-836-1998, Web url: <https://www.emigrant.com>

Emigrant Bank is held by New York Private Bank & Trust

BUSINESS DESCRIPTION

-Savings Bank

-Subsidiaries in mortgage financing, fine art financing, private wealth management and corporate financing

-Emigrant Bank is held by New York Private Bank & Trust, owned by billionaire Howard Milstein

-Howard Milstein owns Milstein Properties, Milford Management, and Milstein Brothers Real Estate

WHO IS MAKING THE MONEY?

New York Private Bank & Trust

Holding company for Emigrant Bank

Owned by Howard Milstein*

**Also owns Milstein Properties, Milford Management, and Milstein Brothers Real Estate. Co-founder of FriedbergMilstein*

CONTEXT & ADVOCACY

Emigrant Savings Bank Discriminated Against Minorities, Brooklyn Jury Says:

<https://www.nytimes.com/2016/06/28/nyregion/emigrant-savings-bank-discriminated-against-minorities-brooklyn-jury-says.html>

“Emigrant Savings Bank had discriminated against eight minority homeowners by purposefully marketing to them subprime mortgages with what were described as predatory interest rates of as much as 18 percent a year...Emigrant Savings had targeted minority customers who had low credit scores with so-called no-income refinancing loans from 2005 to 2009, both before and after the subprime crash.”

BORROWER NIGHTMARES: DISABLED HOMEOWNER ALLEGES BROKER, BANK SOLD:

<https://publicintegrity.org/inequality-poverty-opportunity/borrower-nightmares-disabled-homeowner-alleges-broker-bank-sold-her-mortgage-she-couldnt-afford/>

“Mosunic’s loan required a monthly payment of \$2,227. At the time, her only income was a \$738 monthly disability check...The interest rate on the loan was 8.125 percent. But if she missed a single payment by more than 30 days, the rate would jump up to a ‘default’ rate of 18 percent. If that happened, her monthly bill would double, to about \$4,500 a month.”

“But a low income and poor credit history made borrowing money difficult. With a huge tax bill, payment due on heating oil, and other debt, she needed money badly.

Enter Emigrant Bank, which offered a program that allowed homeowners to borrow about half of their home’s appraised value without having to provide proof of income. The home was the collateral.”

“In New York, foreclosures must go through state courts. iWatch News randomly selected 54 Emigrant residential foreclosures to examine out of 401 currently categorized as “active” by the courts. Of those failed home loans, 44 included a default interest rate of 18 percent.”

Finding Fortunes in Foreclosures: https://therealdeal.com/issues_articles/foreclosure-fortunes/
“...these New York City– and Long Island–based firms are, in many instances, doubling their money in just a few short months by scooping up underwater one- and two-family homes...One of the smaller firms on this scene is Retained Realty, a company affiliated with Howard Milstein’s Midtown-based Emigrant Savings Bank...After acquiring the title from the lender or distressed homeowner, the investment firm can either take out a loan on the property or, far more frequently, keep it as an all-cash investment. Either way, the investors generally pay between \$170,000 and \$250,000 for each home and hold them for between four and 10 months, according to TRD’s review.”

Two-Family Manhattan Brownstone Up for Auction Again:

<https://www.propertyshark.com/Real-Estate-Reports/2019/11/27/two-family-manhattan-brownstone-up-for-auction-again/>
<https://www.auctions.com/listing?listingid=52804225>
<https://casetext.com/case/emigrant-bank-v-alibayof>

“A 2,816-square-foot, two-family, brick Manhattan building built in 1901 heads to auction on December 11, 2019, for just over \$1 million. A Comps search puts the estimated market value of the property at \$5,358,848, based on the recent sale price of six similar properties. It is currently listed for sale for \$5,250,000.”

Example of Emigrant Bank transferring deed to Retained Realty (Tara Cardoza, an officer with both companies signs for both seller and buyer)

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020060900524002

LAWSUITS

Numerous lawsuits have been brought against Emigrant Bank and its affiliates in various states where they operate. Some are included below:

- Pierce vs. Emigrant Mortgage Company, 2006. **Incorporated into the loan agreement was a rider providing that, in the case of default, the interest rate on the loan would be increased to 18%. The loan agreement also provides that the lender may accelerate the loan in the event of default, impose a five percent late fee, and collect other charges related to the default**
<https://casetext.com/case/pierce-v-emigrant-mortg-co>
- PINTI v. EMIGRANT MORTGAGE COMPANY INC Supreme Judicial Court of Massachusetts, Middlesex. Linda PINTI & another 1 v. EMIGRANT MORTGAGE COMPANY, INC., & another. 2 SJC–11742. Decided: July 17, 2015
<https://caselaw.findlaw.com/ma-supreme-judicial-court/1708205.html>
“In this case, the foreclosing bank, Emigrant Mortgage, sent an inaccurate pre-foreclosure acceleration notice to the homeowner. The notice informed her that she had the right to assert defenses in court, but did not disclose that she was the one who had to file a lawsuit.”
<https://www.culiklaw.com/notices-must-be-strictly-accurate-or-foreclosure-may-be-void-says-massachusetts-supreme-court-in-pinti-decision/>

- MERLA LAWRENCE v EMIGRANT MORTGAGE COMPANY, : PRIME TIME MORTGAGE CORP., : RETAINED REALTY, INC., DARNELL : DAVIS, and KENNETH P. SAMSON Civil Action No. 11-3569 (ES):
<https://www.docketbird.com/court-documents/Lawrence-v-Emigrant-Mortgage-Company-et-al/OPI/NION-fld-Signed-by-Judge-Esther-Salas-on-3-30-12/njd-2:2011-cv-03569-00025>
- Retained Realty, Inc. v Syed 2016 NY Slip Op 02068 [137 AD3d 1099]
http://www.nycourts.gov/REPORTER/3dseries/2016/2016_02068.htm
- Retained Realty, Inc. v Koenig 2018 NY Slip Op 07473
<https://law.justia.com/cases/new-york/appellate-division-second-department/2018/2017-01989.html>
- Bourke v. Retained Realty, Inc. CIVIL ACTION NO. 13-11537-RWZ 03-07-2014
<https://casetext.com/case/bourke-v-retained-realty>
- New York Judge Grants \$100M in Damages in Foreclosure Case:
<https://landrecs.com/new-york-judge-grants-100m-in-damages-in-foreclosure-case/>
“NY couple Jane and Anthony Corcione are thrilled that the judge helped them in their 2 year lawsuit against Emigrant Mortgage Co. The judge determined that the lender pay the borrowers \$100,000 in damages and deleted as much as \$119,330 in questionable late charges.”

COMPLAINTS

Considering Emigrant Bank? You May Want to Think Twice:

<https://www.magnifymoney.com/blog/reviews/emigrant-bank727650079/>

Saint-Jean case: <https://www.relmanlaw.com/cases-emigrant>

Saint-Jean v. Emigrant Mortgage Company, No. 11 CV 2122 (SJ) (E.D.N.Y.)

ASHER EDELMAN, and EDELMAN ARTS, INC., Plaintiffs, against EMIGRANT BANK FINE ART FINANCE, LLC, ANDREW AUGENBLICK, HOPE TATE, TUJU FIELDS and JOHN DOES 1-20, Defendants:

<http://1uyxqn3lzdsa2ytyzj1asxmmmpt-wpengine.netdna-ssl.com/wp-content/uploads/2010/07/Edelman-v.-Emigrant-Amended-Complaint.pdf>

“In recognition of -- and in response to -- Emigrant Bank’s potentially imminent

economic collapse, Emigrant embarked upon a series of actions describable only as parasitic.

FILED: NEW YORK COUNTY CLERK 07/13/2010 INDEX NO. 650670/2010

NYSCEF DOC. NO. 6 RECEIVED NYSCEF: 07/13/2010 -2- Desperate to locate and extract profit, even if unlawfully and at the expense of its own banking customers, Emigrant undertook to: gouge borrowers with excessive fees and costs (including renewal and origination fees) and penalty interest where not legally permissible; procure from borrowers collateral beyond what was agreed-to and legally appropriate; create unavoidable default circumstances for customers, including by promising -- and then substantially delaying -- workouts to avoid default; and take undue advantage of customers who then succumbed to default.”

BEST PLACE TO SUBMIT A COMPLAINT: <https://www.consumerfinance.gov/>