

In opposition, defendants failed to raise an issue of fact as to a bona fide defense (*see id.*). Their argument that the note was usurious improperly relies on facts extrinsic to the note (*see Alard, L.L.C. v Weiss*, 1 AD3d 131 [1st Dept 2003]; *see generally Interman Indus. Prods. v R.S.M. Electron Power*, 37 NY2d 151, 155 [1975]). Their argument that the note was not an instrument for the payment of money only is defeated by their failure to establish that the note and the deed of settlement executed simultaneously with it were inextricably intertwined (*compare Technical Tape, Inc. v Spray Tuck*, 131 AD2d 404, 406 [1st Dept 1987] ["The note is expressly subject to the terms and conditions of the agreement of sale . . . [which] outlines a complicated formula for the finalization of the price, and requires the production of documents and records in relation thereto"]). While the note states that it was executed "pursuant to" and "in consideration of" the deed, it does not state that it was "subject to the terms and conditions of" the deed (*see id.*).

Nothing in the deed affects the value of the principal due under the note or otherwise alters defendants' obligations to pay under the note (see e.g. *Boland v Indah Kiat Fin. (IV) Mauritius*, 291 AD2d 342 [1st Dept 2002]).

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: JUNE 28, 2016

A handwritten signature in black ink, appearing to read "Eric Schuck", written in a cursive style.

DEPUTY CLERK