

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Municipal Court activity, 2015 – 2016 actual and 2017 adopted budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Aldersperson Bohren requested an update on the Municipal Court activity. The information provided is a comparison of 2014, 2015 and 2016 actual and 2017 adopted budget. Also included is the number of cases before the court.

STAFF COMMENTS:

Actual data presented for information to the Finance Committee.

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

- I. Municipal Court spreadsheet

SPECIAL REVENUE FUNDS**MUNICIPAL COURT FUND**

	2014 Actual	2015 Actual	2016 Actual	2017 Adopted
Permanent Staffing				
Municipal Court Judge	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00
Office Clerk	1.00	0.63	0.73	1.00
Total Staffing	2.50	2.13	2.23	2.50

	2014 Actual	2015 Actual	2016 Actual	2017 Adopted
Revenues				
Public Charges for Services	4,885	5,153	5,533	4,500
Fines and Forfeitures	1,239,622	893,053	732,004	825,000
Miscellaneous Revenue	1,506	2,028	605	0
Total Revenues	1,246,013	900,234	738,142	829,500

	2014 Actual	2015 Actual	2016 Actual	2017 Adopted
Expenditures				
Personal Services	201,774	180,751	167,238	197,501
Non-Personal Services	510,121	338,785	290,436	346,892
Capital Outlay	0	471	0	0
Interfund Transfers	532,622	378,651	296,161	279,860
Total Expenditures	1,244,517	898,658	753,835	824,253

	2014 Actual	2015 Actual	2016 Actual	2017
Number of Cases	6,008	5,732	5,974	

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Investment rate of return for period ending 3/31/2017, 10/31/2016 and 4/30/2016 for investments at Wisconsin Bank and Trust.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The city invests available funds for budgeted interest earnings. Funds are invested in accordance with the city investment policy.

STAFF COMMENTS:

Actual data presented for information to the Finance Committee. The following is a comparison of the rate of returns for the past three years.

Investment earnings	2014	2015	2016
Fixed Income Investments	3.56%	1.67%	1.53%
Cash and equivalents	1.52%	0.16%	0.33%
Local Government Pool	0.09%	0.13%	0.42%

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

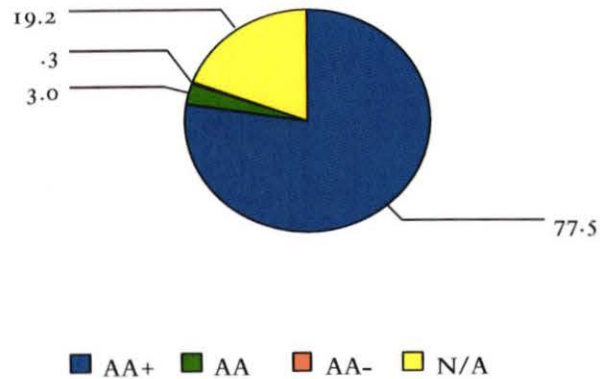
- I. Fixed Income Analysis report

Fixed Income Analysis

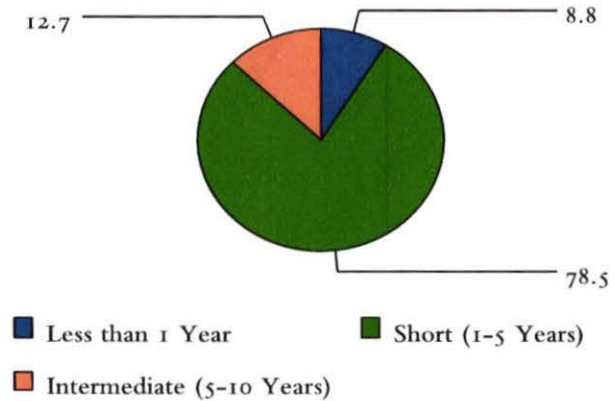
Fixed Income Analysis

	03/31/2017	10/31/2016	04/30/2016	04/30/2014
Duration	3.03	3.04	1.73	.00
Coupon	1.39	1.37	1.40	.00
Yield to Maturity	1.48	1.18	1.11	.00
Maturity	3.11	3.13	1.78	.00
Current Yield	1.39	1.35	1.37	.00
Face Amount	15,455,000	15,055,000	15,680,000	0
Market Value	15,380,562	15,113,289	15,810,933	0
Cost	15,477,188	15,086,402	15,743,414	0

Quality Allocation by Market Value



Maturity Allocation by Market Value



CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 158-16-17 by Alderperson Wolf. Resolution approving the amended and restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan originally entered into contract with LCM Funds to build the South 8th Street Apartments on April 8, 2016. Due to unforeseen issues with the environmental conditions, the project was put on hold. Res. 158-16-17 was brought to the Council in December, 2016. Since then, Resolution 223-16-17 has been brought forward and approved by the Common Council authorizing an increase in the developer incentive.

STAFF COMMENTS:

The Common Council has approved the amended and restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, WI and Eighth-New Jersey, LLC on Resolution 223-16-17. Resolution 158-16-17 should be filed.

ACTION REQUESTED:

Motion to recommend the Common Council file Resolution 158-16-17 approving the amended and restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

ATTACHMENTS:

- I. Resolution 158-16-17
- II. Resolution 223-16-17
- III. Contract

III

Other Matters

7.1

Res. No. 158-16-17. By Alderperson Wolf. December 19, 2016.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the Amended and Restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

Res. No. 223 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

*Finance
approve*



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AMENDED AND RESTATED CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH - NEW JERSEY, LLC**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement"), made this _____ day of December, 2016, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Eighth - New Jersey, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 330 East Kilbourn Avenue, Suite 800, Milwaukee, WI 53202;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer in its sole discretion, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents; and

WHEREAS, the City and Developer initially executed the original contract on April 8, 2016 and would like to amend and restate the Agreement to adjust the various effective critical path dates of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I.
SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars (\$10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	January 2017
Issuance of Building Permits	February 2017
Start Construction	April 2017
Substantial Completion	May 2018

It is anticipated that the Property will be sold and conveyed as of January 18, 2017.

**ARTICLE II.
CONVEYANCE OF PROPERTY**

SEC. 201. Form of Deed. The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

- (a) Rights or claims of parties in possession not shown by the public records;
- (b) Easements or claims of easements, not shown by the public records;
- (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

- (d) Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances. The items referenced in Subsections (a) through (d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens".

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations disclosed in the title insurance commitment with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the Sale.

SEC. 202. Time and Place for Delivery of Deed. The closing of the Sale and conveyance of the Deed referred to herein shall occur on January 18, 2017 (the "Closing Date"), or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the Purchase Price to the City at such time and place.

SEC. 203. Recording of Deed. The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 204. Conditions Precedent to Developer's Obligations. The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date:

- (a) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.
- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.
- (1) **City Contribution.** Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, the City shall contribute not less than One Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,775,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on the Closing Date. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors.
- (2) **Evidence of Equity Capital and Bank Mortgage Financing.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.
- (c) **Environmental.** The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental

reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude the Sale is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the Closing Date, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Sale.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale, or
 - (2) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.
- (d) **Title.** The City delivering to Developer, within thirty (30) days after execution of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by the City).

Within twenty (20) days after Developer's receipt of the Title Commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Title Commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the Closing Date.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or

disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) Developer may take title to the Property "as-is".

- (e) **Survey.** Developer's receipt, of a current survey of the Property (the "Survey") from the City made by a surveyor licensed in the State of Wisconsin. Within thirty-five (35) days after execution of this Agreement and Developer's review of the Survey, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Survey; in the absence of such notification, the Survey shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition on the Survey.

- (f) **Governmental Permits, Licenses and Approvals.** Developer obtaining prior to Closing Date, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.
- (g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.
- (h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this Sale is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the Closing Date,
- (1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and

- (2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

If the above written confirmation or soil reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion within sixty (60) days after receipt and review of the information relating to the soil and topographic conditions of the Property, Developer may

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition.

**ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF
IMPROVEMENTS**

The construction of the Project shall be commenced in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within fifteen (15) months after commencement of construction.

**ARTICLE IV.
SPECIAL PROVISIONS**

SEC. 401. Minimum Investment. Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) dollars ("Minimum Investment")

Minimum Investment includes hard costs for construction of all buildings and other improvements on the Property and leasehold improvements. Minimum Investment includes all hard costs and expenditures as defined in Exhibit B (Developer's Construction Pro-forma) made or incurred by Developer, its

successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

SEC 402. Guaranteed Property Tax Payment.

- (a) Guarantee. The Developer shall guarantee payment of an amount of real estate tax based on the assessed value as set forth in this section. The amount of real estate tax that the Developer and/or its affiliates, as the case may be, guarantee would be generated by the Project. The assessed value of the Project and related tax liability will be zero through December 31, 2018. The initial assessed value of the Project shall be set as of January 1, 2019.

- (b) Interest Rate Calculation. The interest calculation on the not less than One Million Seven Hundred Seventy-Five Thousand Dollars (\$1,775,000) Tax Increment District No. 16 up-front developer incentive will be calculated at 1.5% above the City's General Obligation bond interest rate at the time of the City's borrowing for this Project.

**ARTICLE V.
PREPARATION OF PROPERTY FOR DEVELOPMENT**

SEC. 501. City Responsibilities. The City shall, without expense to the Developer cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

SEC. 502. Developer's Responsibilities. The Developer shall, without expense to the City:

- (a) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.
- (c) **Conduct Studies.** Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY**

SEC. 601. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities

located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

SEC. 602. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. Access to Property. Prior to the Sale of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After the Sale of the Property by the City to the Developer, upon advance written request, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

ARTICLE VII.

CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as

otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

SEC. 702. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the

proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 204(b)(2) hereof, are conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer pursuant to the Sale.

SEC. 704. Progress Reports. Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

**ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY**

SEC. 801. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project; and

- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

SEC. 803. City Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 801. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. Representations as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Improvements as certified by the City in the form of a final Occupancy Certificate for the Project ("Occupancy Certificate"), and without the prior written approval of the City:

- (a) there shall be no transfer of ownership interests in the Developer by any party owning ten percent (10%) or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);
- (b) nor shall any such owner suffer any such transfer to be made; and

- (c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means.

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that:

- (a) Except only by way of security for, and only for,
 - (1) The purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and
 - (2) Any other purpose or as otherwise authorized by this Agreement, the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as

reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City

would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

SEC. 904. Information as to Members. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

- (a) the Developer will promptly notify the City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and
- (b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial

interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to the City immediately prior to the delivery of the Deed to the Developer and as a condition precedent thereto and annually thereafter on the anniversary of the Closing Date.

**ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

SEC. 1001. Limitation Upon Encumbrance of Property. Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

- (a) funds only to the extent necessary for construction of the Project; and
- (b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

SEC. 1002. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who

obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

- (a) any other party who thereafter obtains title to the Property or such part from or through such holder; or
- (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, which has not been cured by Developer within seventy-five(75) days (of receiving notice of such breach or default from the City as set forth in Section 1101 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner

provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to the continued default or breach by the Developer (or successor in interest) under this Agreement after the cure period set forth in Section 1101 below has expired, the holder of any mortgage on the Property:

- (a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed that Developer did not successfully perform the cure of the default or breach within the time allowed under this Agreement or as agreed otherwise by the parties; or
- (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (a) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) all expenses with respect to the foreclosure;

- (c) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (d) the costs of any improvements made by such holder; and,
- (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. City's Option to Cure Mortgage Default. In the event of Developer failing to cure a default or breach within the applicable cure period as set forth in Section 1101 below prior to the completion of the Improvements by the Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement, including but not limited to, the lien of the Developer's mortgage holder.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

ARTICLE XI. REMEDIES

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this

Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. Termination by Developer Prior to Conveyance.

In the event that:

- (a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; or
- (b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or
- (c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. Termination by City Prior to Conveyance. In the event that:

- (a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,
 - (i) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
 - (ii) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or
- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property pursuant to the Sale as of the Closing Date and prior to completion of the Project as certified by the City in the form of the Occupancy Certificate:

- (a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the

beginning and completion thereof as set forth in this Agreement) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

- (b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement or approved by the City, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within
 - (i) ninety (90) days after written demand by the City so to do, or
 - (ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer, or;
 - (iii) or if, the Developer is protesting such payment of taxes and/or assessment on the Property in Year 2019 and has posted adequate reserves with the title company; or
- (c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of

this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any reversioning of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds. Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests recorded against the Property) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made

to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this

section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation

beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1009. Indemnification. (a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City

and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

**ARTICLE XII.
MISCELLANEOUS**

SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement

SEC. 1202. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by

the City setting forth the provisions of this nondiscrimination clause.

- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.
- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction

contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1203. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1204. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1205. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

SEC. 1206. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at Dermond Property Investments, 757 North Water Street, Milwaukee, WI 53202, Attn: Nora Pecor; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

SEC. 1207. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1208. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,
WISCONSIN**

EIGHTH - NEW JERSEY, LLC

BY: _____
Michael J. Vandersteen,
Mayor

BY: _____
Max Dermond
Managing Member

ATTEST:

Susan Richards
City Clerk

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No.

EXHIBIT "A"
Description of Property

Lot 1 of a Certified Survey Map recorded on April 24, 2014, in Volume 26 of Certified Survey Maps, at Page 131, as Document No. 1985250, being all of Lots 1, 2, 10, 11, 12 and part of the vacated East/West Alley in Block 204, Sheboygan Original Plat, according to the Plat thereof, located in the Southwest $\frac{1}{4}$ of Section 23, Township 15 North, Range 23 East. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

Property Address: 812 New Jersey Ave., Sheboygan, WI 53081

EXHIBIT "B"
Hard Costs for Project

Project Economics and Plans

Eighth - New Jersey, LLC

DERMOND
PROJECT INVESTMENTS

Development and Construction Costs

<u>Cost Item</u>	<u>Pro-Forma</u>
Land and Building	\$ 10
Demolition and Sitework	650,000
Structure, Shell, Professional, Finishes	12,986,000
Appliances / FFE	278,000
Architecture, Structural and Civil Engineering	
Environmental Engineering, Professional, Survey	866,100
Title, Permits, Legal & Accounting, Admin.	69,000
Utilities	30,000
General Liability Insurance	14,000
Appraisal	6,000
Financing Fees	80,000
Construction Interest and Interest During Stabilization	449,000
Other Closing Costs	<u>70,595</u>
Total Project Costs	\$ <u>15,498,705</u>

Project Economics and Plans

Eighth - New Jersey, LLC

DERMOND
PROPERTY INVESTMENTS

Sources and Uses of Funds

Sources	<u>Pro-Forma</u>
First Mortgage	\$ 10,500,000
TIF Funding	1,775,000
Land	10
WEDC Brownfield Grant	350,000
Other Cash Equity	<u>2,873,695</u>
Total Sources of Funds	\$ <u>15,498,705</u>
Uses	
Project Development	\$ <u>15,498,705</u>
Total Project Costs	\$ <u>15,498,705</u>

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 279-16-17 Performance measurement accountability policy

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: March 22, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

In light of the City's ongoing work and commitment to improve performance measurement of City activities, City staff should have a policy on performance measurement accountability.

STAFF COMMENTS:

Attached is a policy on performance measurement accountability. The purpose of the policy is to provide guidance on how the City ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

This policy is in keeping with the City of Sheboygan Strategic Plan focus area of Governing and Fiscal Management.

ACTION REQUESTED:

Motion to recommend the Common Council approve R.O. 279-16-17 regarding performance measurement accountability policy.

ATTACHMENTS:

- I. Performance measurement accountability policy
- II. R.O. 279-16-17

CITY OF SHEBOYGAN

PERFORMANCE MEASUREMENT ACCOUNTABILITY POLICY

Policy Statement

The City of Sheboygan will promote accountable and transparent municipal governance guided by the following principles:

1. Decision-making will be open and transparent.
2. Municipal operations will be conducted in an ethical and accountable manner.
3. Financial resources and physical infrastructure will be managed in an efficient and effective manner
4. Municipal information will be accessible so that it is consistent with legislative requirements.
5. Inquiries, concerns and complaints will be responded to in a timely manner.
6. Financial oversight, service standards and performance reporting and all other accountability documents will be made available and accessible, in language that the public can understand, to increase the opportunity for public scrutiny and involvement in municipal operations.
7. Every new delegation of power or authority will have a corresponding accountability mechanism.

Definitions

Accountability – The principle that the municipality is obligated to demonstrate and take responsibility for its actions, decisions and policies and that it is answerable to the public at large.

Transparency – The principle that the municipality will conduct its business in an accessible, clear and visible manner and that its activities are open to examination by its stakeholders.

Purpose

This policy provides guidance on how the City of Sheboygan ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

Policy Requirements

1. Open Government and Legislated Requirements

The City of Sheboygan is accountable and transparent to taxpayers by fulfilling various legislated responsibilities and disclosure of information. The following are municipal codes that govern how the city conducts its business in a public, accountable and transparent manner:

1. Sec: 2-111. – Open to Public
2. Sec: 2-837. – Duty to Maintain Records
3. Sec: 2-839. – Public Access to Records

2. Financial Accountability, Oversight and Reporting

The City of Sheboygan is accountable and transparent to taxpayers by identifying the source of city funds and how those funds are used to deliver services. The following policies, procedures and practices demonstrate the City of Sheboygan's best-practice financial accountability and oversight and reporting mechanisms, including:

1. External Auditor and their report
2. Annual and Quarterly Financial Statements
3. Long Range Financial Plan

3. Performance Measurement and Reporting

The City of Sheboygan is accountable to taxpayers by using various results-orientated tools to measure progress on performance and the achievement of corporate service standards and goals. The City of Sheboygan is committed to producing performance information that measures how the city is doing in all areas over which it has responsibility, from financial reporting to human resource management to service delivery, including:

1. Annual Report
2. Annual Program Budget
3. Dashboard
4. Quarterly Performance Reports to the Common Council

Responsibilities

Common Council and city staff are responsible for adhering to the parameters of this policy and for ensuring accountability for their actions and transparency of municipal operations.

II

4.1

R. O. No. 279-16-17. By CITY ADMINISTRATOR. April 5, 2017.

Submitting the City of Sheboygan Performance Measurement Accountability Policy.

Finance

City Administrator

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 281-16-17 by the Director of Planning and Development submitting the 2016 Annual Report for the Department of City Development.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Department of City Development is made up of two divisions, Planning and Development and Building Inspection. 2016 was a successful year in the department with approximately \$134,000,000 in new value added to the City as well 700 jobs added as a result of new development and business loans provided to expanding businesses.

STAFF COMMENTS:

Considering the department has a total staff of 13 people, a lot has been accomplished. The department's hard-working employees are dedicated to responding in a timely manner and accelerated approval processes to make sure projects can start on schedule. As the department head, I want to publically acknowledge the dedication of the department staff for a job well done in 2016 as can be seen from the attached Annual Report.

ACTION REQUESTED:

Motion to recommend to the Common Council approve R.O. No. 281-16-17, 2016 Annual Report for the Department of City of Development.

ATTACHMENTS:

- I. R.O. No. 281-16-17
- II. 2016 Annual Report

II

4.3

R. O. No. 281-16-17. By DIRECTOR OF PLANNING AND DEVELOPMENT.
April 5, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, the 2016 Annual Report for the Department of City Development.

Financ

Director of Planning & Development

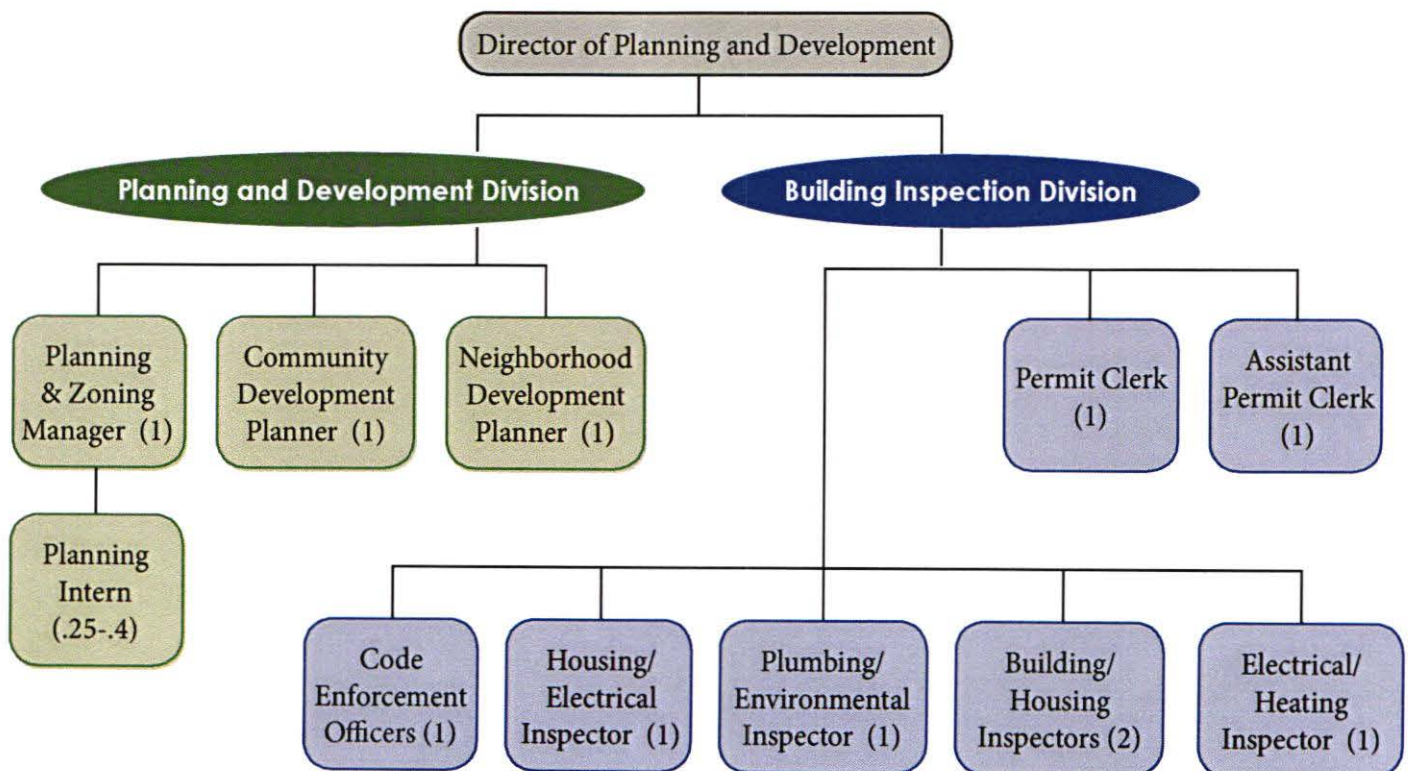
CITY DEVELOPMENT



Department Profile

The Department of City Development Annual Report is the first of its kind from the Department. The report outlines accomplishments regarding development activity and trends, and departmental initiatives.

The Department of City Development is made up of two divisions, Planning and Development and Building Inspection. The Department consists of 12 staff positions, eight positions in Building Inspection and four positions in Planning and Development. The chart below illustrates the current organizational structure of the department.



Planning and Development division

Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

Vision Statement

The vision of Planning and Development division is to take a leadership role in creating opportunities for our city to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.



The Planning and Development division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing services
- Grant disbursement and management
- Website management
- Social media coordination
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign Permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration

Planning and Development Permits & Applications in 2016	Number
Conditional Use Permit/Site Plan/ Rezone	88
Architectural Review	49
Sign Permits	94
Zoning Letters	26
Tower/Equipment Modification	7
Home Occupation (Administrative)	3
Totals	267

Planning and Development Division Boards, Commissions, and Committees

The Planning and Development division staffs multiple boards, commissions and committees. Planning and Development staff coordinates meetings and provides these groups with professional reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Planning and Development division include:

- Architectural Review Board
- Plan Commission
- Redevelopment Authority
- Housing Rehabilitation/Historic Preservation
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

Profile of Large Projects in 2016

	Project	Value	Square Footage	Jobs Created
Industrial	Old World Creamery Bottling Facility	\$3,500,000	N/A	50
	Saco Polymers new corporate headquarters	\$5,100,000	30,000	15
	Fifth Generations warehousing facility	\$2,800,000	135,000	N/A
	Sheboygan Paper Box expansion	\$8,000,000	30,000	30
Commercial	Acuity expansion	\$75,000,000	1,000,000	75
	The Black Pig banquet facility	\$750,000	10,000	30
	Burger King construction	\$850,000	8,500	40
	Harbor Freight Tools construction	\$1,200,000	15,333	30
	Aurora Health Care Behavioral Health Center	\$1,200,000	6,300	10
	Parker John's construction	\$500,000	30,000	30
Residential	Seven single-family homes constructed	\$1,468,510	N/A	N/A
	Thirteen two-family homes constructed	\$5,540,000	N/A	N/A
	The Founders Club, LLC phase 1 renovation	\$1,200,000	N/A	N/A
	Oakbrook Corp. mixed-use development	\$10,700,000	N/A	N/A
	Apartment development on Union Avenue	\$5,100,000	N/A	N/A
	Townhome construction on South Pier	\$11,700,000	N/A	N/A
Totals		\$134,608,510	1,265,133	310



Grant Writing and Management

Division staff provide grant writing services to multiple city departments and coordinate efforts to obtain grants. Organizations that division staff have coordinated with to obtain and implement grants include: Alliance for the Great Lakes, Sheboygan County Economic Development Corporation, Camp Y-Koda, as well as city departments including the Department of Public Works.

Planning and Development staff manage multiple grants. The City of Sheboygan is a CDBG Entitlement Community, and receives a federal grant. The funds associated with this grant are used by the city, but also awarded to other public agencies who apply to the city for funding. Division staff also manage the disbursement of neighborhood grants to recognized Neighborhood Associations for groups to realize neighborhood projects and hold events that increase community awareness and association involvement.



Grants Obtained	Amount	Project
State Energy Office	\$75,000	Energy Efficient Lighting
WEDC	\$250,000	Encore Apartments
Community Development Block Grant - DR	\$40,200	Pennsylvania Avenue Lighting
Fund for Lake Michigan	\$25,500	Lake Michigan Education & Stewardship
Tony Hawk Foundation	\$5,000	Skate Park Project
Community Development Block Grant	\$813,000	CDBG Entitlement Community

City of Sheboygan Revolving Loan Programs

Name	Amount of Loan	Jobs Created	Expected Increase in Tax Base
Parker Johns	\$125,000	20 FTE	\$1,100,000
Paper Box Specialty	\$100,000	4 FTE	\$350,000
Doin LLC	\$70,000	5 FTE	\$225,000
Old World Creamery	\$300,000	19 FTE	\$300,000
Sign Shop	\$100,000	4 FTE	\$150,000
Harvest Cafe	\$70,000	3 FTE	\$350,000
Sprecher	\$250,000	25 FTE	
ePower Manufacturing	\$300,000	13 FTE	\$1,100,000
Totals	\$1,315,000	93 FTE	\$3,575,000

Business Loan Program

The Planning and Development division offers business loans as an economic development tool. These loans offer businesses funding to establishing a business, and improving or expanding a business depending on the amount of full time equivalent (FTE) jobs that are created. See the chart to the left for an outline of business loans disbursed in 2016.

Housing Loan Program

Division staff is responsible for disbursing low interest housing rehabilitation loans to low and moderate income households, from a revolving loan fund built from CDBG funds. In 2016 the city disbursed a total of \$88,252 in housing rehabilitation loans which funded the repair of six roofs, replaced windows on two homes, replaced siding on one home, repaired plumbing and electrical in one home, and replaced a furnace.

Coordination with Outside Organizations

Tourism

The Planning and Development division staff are actively involved in the Visit Sheboygan, Inc. and has held a chairperson role on the Board of Directors and actively works to increase visitor spending and room tax collections year over year. 2016 saw the largest increase in room tax collections in a non PGA golfing year, since 2010. The Director of Planning and Development is actively involved in coordinating the 4th of July Celebration and overseeing the activities of Visit Sheboygan.

National Marine Sanctuary

The division has been very active with the community working group centered around the National Marine Sanctuary along with the Mayor's Office. The division continues to promote the sanctuary designation as it relates to economic development opportunities and increased tourism spending locally. The division has been the leader in educating the public through public presentations on what the sanctuary designation could mean to Sheboygan and the mid-Lake region where the sanctuary is proposed.

Sustainability

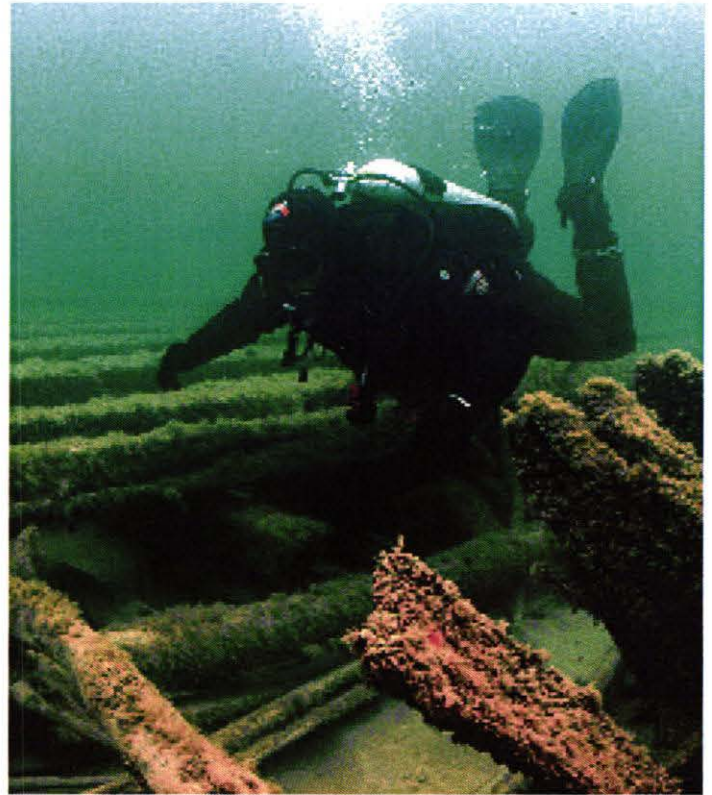
Division staff has taken an active role in implementing the City's Sustainability Plan and staff the Sheboygan Sustainable Task Force. The division has had a non-paid sustainability internship for the past two years. This position is held by a high school or a college student. The staff and intern have been responsible for implementing initiatives outlined by the Task Force and well as other initiatives to make city operations more sustainable. Division staff also attend Green Tier Legacy Community meetings, and maintains Sheboygan's standing as a Green Tier Charter Member.

Other City Department Assistance

Division staff work daily with other city departments including Finance including Purchasing, City Attorney, City Clerk, Fire, Police, Public Works, Transit and Parking, and Water Utility. Division staff has provided document creation and design services for specific projects identified in these departments.

Sheboygan Squared

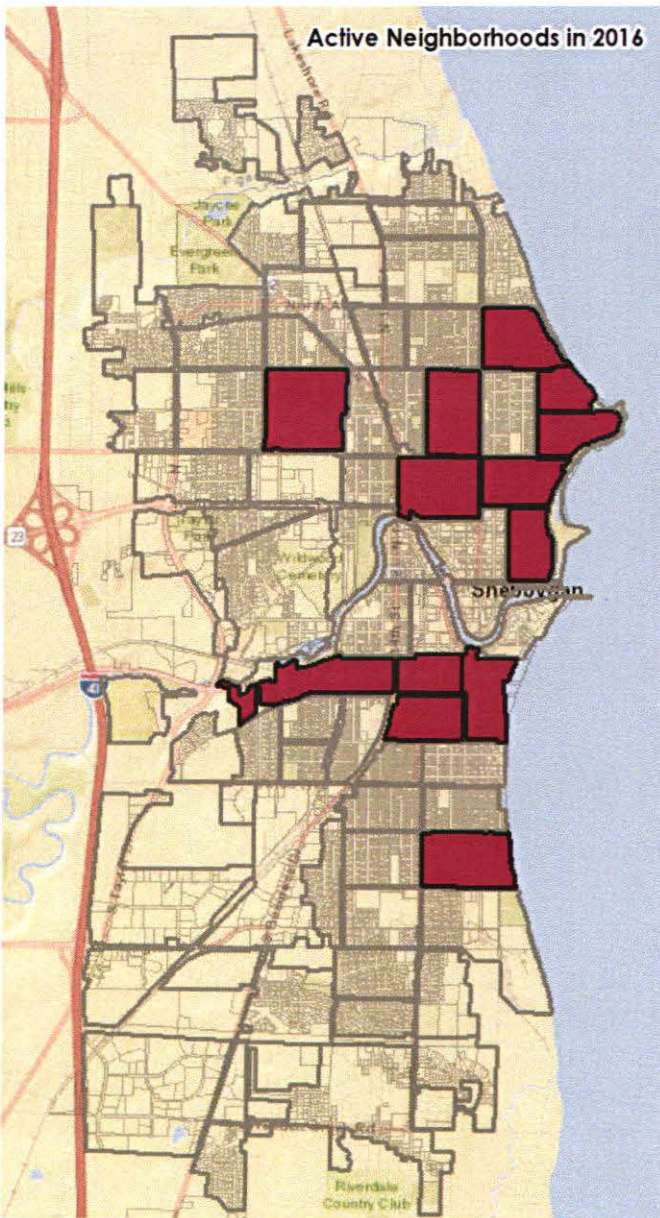
Division staff continue to work closely with Sheboygan Squared in revitalizing downtown Sheboygan. A number of initiatives were collaborated on that included beautification through additional flower plantings, Christmas decorations, enhancement of city alleys, business retention and attraction efforts, and marketing and promotion.



Neighborhood Organization

The Planning and Development division provides support to officially recognized neighborhood organizations, as well as groups holding regular meetings or that are beginning the process to become officially recognized neighborhood groups. Staff supports the non-profit organization, Sheboygan Neighborhood Pride whose focus is helping neighbors organize into groups, address concerns, and become official organizations. Staff aids these neighborhoods in providing design services, organizing agendas and writing minutes, helping plan and coordinate neighborhood events, and administering a neighborhood grant program. The map below highlights neighborhoods that have organized meetings or officially recognized associations.

Division staff also supports the Mayor's Neighborhood Leadership Cabinet (MNLC), which is a bimonthly meeting of representatives from city departments, and from each of the recognized neighborhood associations. In the MNLC, the city and neighborhoods exchange information on current events and discuss best practices.



Communication & Social Media

The Planning and Development division has spearheaded the city's communication and social media campaign. Division staff are responsible for the City website, Twitter feed, Nextdoor site, and Facebook page. The Planning and Development division began issuing monthly updates via a Development Newsletter to the public on what is happening in Sheboygan's development. The newsletter is distributed through all social media outlets, and is posted on the website.

Nextdoor

In 2014 Planning and Development division created a Nextdoor site for the City of Sheboygan when Nextdoor was a relatively new concept. Nextdoor is now used widely across the country as a social networking tool to increase neighborhood communication. In Sheboygan, Nextdoor has over 2,600 users and continues to grow steadily. The heat map to the right shows the areas in Sheboygan with highest use of the Nextdoor site. Nearly every neighborhood in the City participates.



Interdepartmental Communication

Seeing a need for and the benefit of increased communication between the Planning and Development division, Attorney's Office, Police Department, and Landlord Association, the Planning and Development division staff holds a monthly meeting between all entities to discuss issues and the status of work being done. Recently, these meetings have expanded to include the Department of Public Works. These meetings focus on seeing real results in resolving issues in Sheboygan's neighborhoods and have proved valuable for all.

Building Inspection division

The Building Inspection division is dedicated to the public safety in the construction environment throughout the city through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.

The Building Inspection division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and measures
- Residential and commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections



Permitting

The Building Inspection division provides a public service window, open during City Hall business hours, at which the public can obtain permits on-the-spot. The Building Inspection division is customer focused and strives to address permitting issues as swiftly as possible.

Coordination

The Building Inspection division also works closely with Planning and Development, Public Works including Engineering and Streets, Utilities, Police, Fire during final inspections phase of the project and during criminal and fire investigations. All inspections are scheduled with the building and housing inspectors.

Enforcement

The Building Inspection division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electric Code (NEC) and Plumbing Codes. Through the adoption of these codes, the city ensures that all construction in the city is compliant with all codes and requirements of the State. The city also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.

Building Inspection Permits	2016 Issued	Total Fees Collected
Building: Non-Structural	271	\$28,140
Building: Alterations	140	\$12,120
Roofing	711	\$66,620
Siding	110	\$11,250
Windows/Doors	287	\$21,600
Fence/Steps	185	\$7,802
Driveways	129	\$6,480
Decks	52	\$3,575
Garages	33	\$2,591
Utility/Storage Bldgs.	36	\$4,603
Addition to Residence	3	\$1,278
Swimming Pools	1	\$50
Handicap Ramps	4	\$190
Wrecking/Razing	25	\$3,885
Signs	96	\$13,661
One-Family Residence	7	\$7,802
Two-Family Residence	26	\$50,183
Commercial Alterations	24	\$92,870
Commercial Addition	40	\$103,628
Occupancy Permits	36	\$9,000
Electrical	313	\$178,701
HVAC	552	\$226,190
Plumbing	329	\$65,770
Totals	3,410	\$918,107

Building Inspection Licensing	2016 Issued	Total Fees Collected
Weights and Measures	103	\$35,859
Contractor Licensing	364	\$74,765
Totals	467	\$110,624

Total Permits and Licensing	3,877	\$1,028,731
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Residential Housing Construction 2012-2016

Year	Housing Type	Number of Units	Percentage	Number of Buildings
2012	Single	3	100%	3
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	3
2013	Single	1	33%	1
	Duplex	2	67%	1
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	2
2014	Single	7	100%	7
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		7	100%	7
2015	Single	7	9%	7
	Duplex	2	2%	1
	Multi - Apartment	72	89%	5
	Multi - Condominium	0	0%	0
		3	100%	13
2016	Single	7	5%	7
	Duplex	26	20%	13
	Multi - Apartment	98	75%	2
	Multi - Condominium	0	0%	0
		131	100%	22
Totals	Single	25	11%	25
	Duplex	30	13%	15
	Multi - Apartment	170	76%	7
	Multi - Condominium	0	0%	0
		225	100%	47



Building Inspection Division Boards, Commissions, and Committees

The Building Inspection division staffs multiple boards, commissions and committees. Building Inspection staff coordinates meetings and provides these groups with professional, expert reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Building Inspection division include:

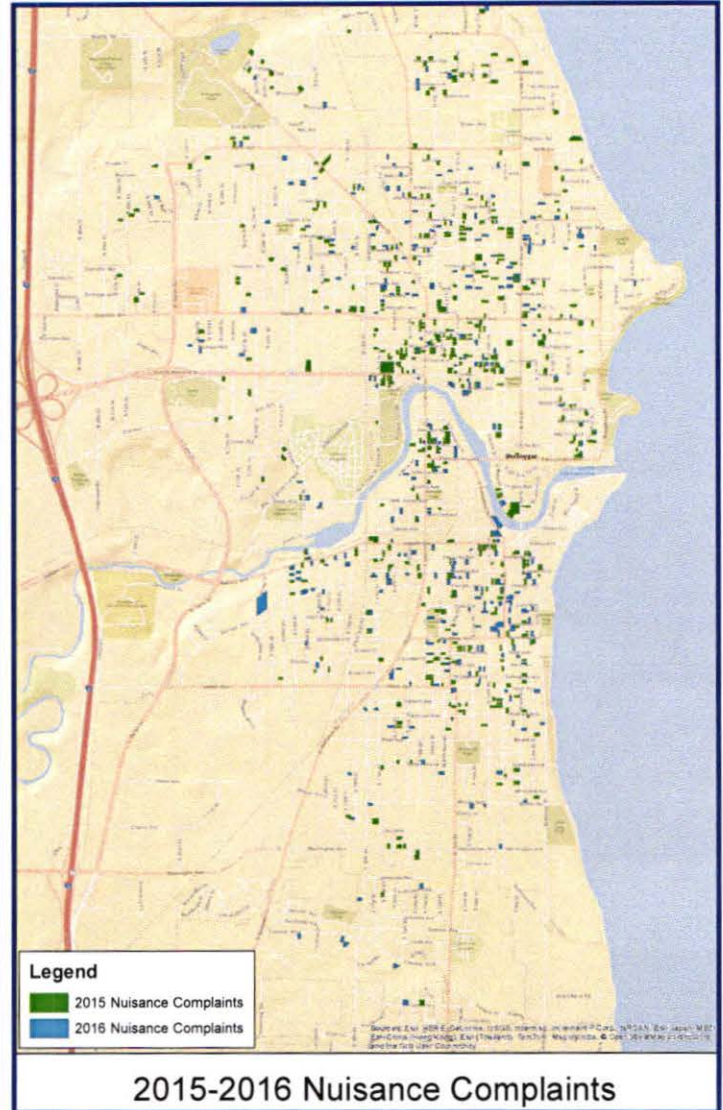
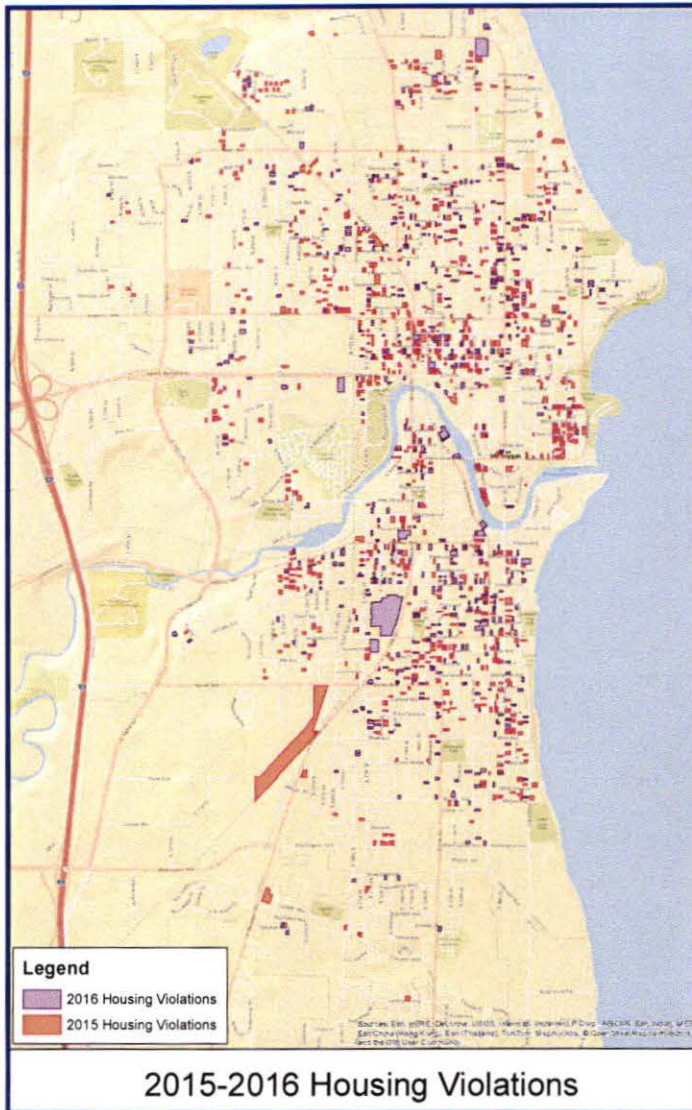
- Board of Zoning Appeals
- Board of Housing Appeals and Fair Housing Practices
- Board of Contractors Examiners
- Board of Plumbing
- Board of Heating Examiners

City of Sheboygan Landlord Training Program

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.



Code Enforcement and Neighborhood Revitalization



The Building Inspection division added a part-time Code Enforcement Officer in 2015. The primary focus of this position is to be present in Sheboygan's neighborhoods, identify code violations, notify property owners, and issue citations if necessary. In the past, Building Inspectors were expected to spend part of their time focusing on code enforcement, but as the economy strengthened and more commercial construction began, their time for code enforcement was limited. This limitation led to the creation of the Code Enforcement Officer Position. Since the beginning of 2015 Sheboygan's neighborhoods have visually improved due to the actions and diligence of the Code Enforcement Officer.

In the five years prior to the Code Enforcement Officer's establishment, the Building Inspection division issued a total of 3,465 orders to property owners to bring their properties to code. Most of these were concentrated in targeted neighborhood areas.

When the Code Enforcement Officer began working in the neighborhoods, not only would he issue notices for housing code violations, but would also address nuisance issues such as garbage and debris, and identify zoning, storage, and parking issues. Nuisance issues such as these are some of the most common complaints in neighborhood meetings, and remedying these issues is vital in revitalizing Sheboygan's neighborhoods.

In 2015 and 2016, the Building Inspection division issued a total of 1,630 housing code violation notices and a total of 909 nuisance violations, as illustrated in the maps above. Each notice that is issued must be followed up on, and communication with the property owner is generally made so that compliance can be reached. If compliance cannot be reached, municipal citations with fines ranging from \$187-691 can be issued. During 2015 and 2016 the Building Inspection division sent out a total of 1,239 citations.



Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081
(920) 459-3377

www.sheboyganwi.gov

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res 238-16-17 by Alderperson Wolf. Resolution authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:	705-155010	Wisconsin Statutes:	N/A
Budget Summary:	Liability Insurance	Municipal Code:	N/A
Budgeted Expenditure:	\$111,235		
Budgeted Revenue:	N/A		

BACKGROUND / ANALYSIS:

The City of Sheboygan cancelled the contract with the State of Wisconsin Office of the Commissioner of Insurance, Local Government Property Insurance Fund, Policy No. 140615 effective June 1, 2016 due to a substantial rate increase and entered into a contract with the Municipal Property Insurance Company, formed by three municipal insurance companies to provide stable, long term solutions for local government entities. The resolution will continue coverage with MPI for the period June 1, 2017 through May 30, 2018.

STAFF COMMENTS:

MPIC has contracted with the same adjustor services as utilized by the State of Wisconsin Office of Commissioner of Insurance, Local Government Property Insurance Fund. The quote is for coverage at the same level with a reasonable price.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 238-16-17 to enter into contract for buildings and property insurance coverage.

ATTACHMENTS:

- I. Res 238-16-17

III

5.4

Res. No. 238 - 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage at a cost of \$111,235 for the period June 1, 2017 through May 31, 2018.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance

Melanie Nowlan

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 243-16-17 by Alderperson Wolf authorizing submittal of a grant application to the U.S. Dept. of Agriculture Forest Service, 2017 Great Lakes Restoration Initiative: Enhance Coastal Wetlands program.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: April 6, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The U.S. Department of Agriculture, Forest Service has issued a request for proposals for 2017 Great Lakes Restoration Initiative grant funds for three project classifications. The City of Sheboygan is working with Stantec to apply for the Enhanced Coastal Wetlands program under the Forest Service. This grant is to provide vegetation in coastal wetland areas that are connected to Lake Michigan. Early in 2017, the City and Stantec applied to the Ozaukee/Washington Land Trust to obtain a grant to eliminate invasive species at Northeast Park and along the banks of the Pigeon River on land owned by the City. This grant would allow the City to purchase and install new vegetation; trees and shrubs in the areas that are treated for invasive species to stop any potential erosion from occurring.

STAFF COMMENTS:

This is a federal grant. Staff has reviewed the reporting requirements and determined them to be minimal. If the City is awarded funds, we will be asking the Common Council to approve Stantec to help design the project. This grant has no match requirements.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 243-16-17 authorizing the submittal of the grant application to the Forest Service's Enhanced Coastal Wetlands Program.

ATTACHMENTS:

- I. Res No. 243-16-17
- II. Grant Information Form

III

Other Matters

8.3

Res. No. 243 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the submittal of a grant application to the U.S Department of Agriculture Forest Service, 2017 Great Lakes Restoration Initiative: Enhance Coastal Wetlands program.

WHEREAS, the City of Sheboygan owns property adjacent to the Pigeon River and has applied for other grant funds to eliminate invasive species;

WHEREAS, this federal grant will provide up to \$100,000 to plant native tree and shrub species in the areas that were treated for invasive species within the Pigeon River watershed on city owned property.

NOW, THEREFORE BE IT RESOLVED: That City of Sheboygan Common Council request funds and assistance from U.S. Forest Service and will comply with the appropriate rules for the program, and Mayor and City Clerk to act on behalf of the City of Sheboygan in signing any documents related to the grant.

Finance

[Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

GRANT INFORMATION FORM

Department City Development DATE 4/5/17

Grantor Agency U.S.D.A. Forest Service

Federal State Other

Grant Name Enhance Coastal Wetland Filtration

Grant Number _____ Grant Amount \$ 100,000 Matching Funds \$ none

Program & Number USDA-FS-2017-GLRI Federal CFDA # 10.664

Matching Funds available in account number No match req'd

Purpose of the Grant

To plant native species of trees in the Pigeon River watershed on city owned property. This will replace trees in areas where invasive species are removed along the banks of the Pigeon River. Work to be done by outside contractor.

Person preparing grant proposal Chad Pelster (Signature)

Department Head approving grant proposal Chad Pelster (Signature)

Council Document Number approving grant submission _____ Please Attach

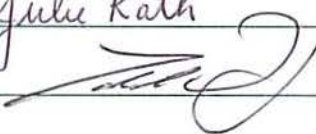
VI

7.19

R. C. No. 350- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 281-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to
new Council
(2016-2017)*

Julie Kath


Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. , Mayor

II

4.5

R. O. No. 281 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

AUTHENTICATED COPY

Case # 16-CV-20

SUMMONS

FEB 03 2016

Plaintiff,

vs.

Mark L. Vollmer
4616 Fox Grove Road
Sheboygan, WI 53081

Case No. 16-CV-20 Calumet County Clerk of Courts
Connie Daun

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Patricia J. Vollmer
4616 Fox Grove Rd
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.
c/o CT Corporation System, Registered Agent
208 S La Salle St Ste 814
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank
1214 Tower Ave
Superior, WI 54880-1524

Redevelopment Authority of the City of
Sheboygan
826 Center Ave
Sheboygan, WI 53081-4415

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be


2-11-16
4:43P
D S

sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 12 day of February, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
066150F02

Address of Court:
Calumet County Courthouse
206 Court Street
Chilton, WI 53014-1127

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

AUTHENTICATED COPY

Case # 16-CV-20

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

COMPLAINT

FEB 03 2016

Plaintiff,

Case No. 16-CV-20 Calumet County Clerk of Courts
Connie Daun

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Mark L. Vollmer
4616 Fox Grove Road
Sheboygan, WI 53081

Patricia J. Vollmer
4616 Fox Grove Rd
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.
c/o CT Corporation System, Registered Agent
208 S La Salle St Ste 814
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank
1214 Tower Ave
Superior, WI 54880-1524

Redevelopment Authority of the City of
Sheboygan
826 Center Ave
Sheboygan, WI 53081-4415

Defendants.

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. Said mortgage was subsequently assigned to Wells Fargo Bank, N.A. and was recorded in the Calumet County Register of Deeds office on 8/27/2015 as document number 507224. A true copy of the assignment of mortgage is attached hereto as Exhibit C and is incorporated by reference.
2. The mortgaged real estate is owned of record by Mark L. Vollmer and Patricia J.

Vollmer.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$94,942.83 together with interest from the 1st day of June, 2015.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.


4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 17th day of February, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Certified True Copy
of Original

NOTE

VOLUNTER
LOAN #
NEN:

MARCH 25, 2005
[Date]

CHILTON
[City]

WISCONSIN
[State]

423 DOVE AVENUE CHILTON, WI 53014

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 114,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MIT LENDING

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on MAY 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on APRIL 1, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 676.72

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Mark L. Vollmer 3/28/05
- BORROWER - MARK L. VOLLMER - DATE -

[Sign Original Only]

FOR VALUE RECEIVED, Pay To The Order Of

Without Recourse:
MIT LENDING

By:


Title: Linda Kuoppala, Assistant Secretary

WISCONSIN FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(page 3 of 3 pages)

EXHIBIT A



MORTGAGE

Register of Deeds
Calumet County, WI

Received for Record
Date: 4/01/05 8:53
Debra L. Tasch

When Recorded Mail To:
MIT LENDING

33 MAIDEN LANE,
6TH FLOOR
NEW YORK, NY

PHONE: () - -

VOLLMER
LOAN #
CASE #
MIN: [REDACTED]

PIN: 2110210000030A0000181912004300

[Space Above This Line For Recording Data]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 25, 2005 together with all Riders to this document.

(B) "Borrower" is MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MIT LENDING

Lender is a CORPORATION
of NEW YORK

organized and existing under the laws
Lender's address is 33 MAIDEN

LANE, 6TH FLOOR NEW YORK, NY 10038

Lender is the mortgagee under this Security Instrument.

(E) "Note" means the promissory note signed by Borrower and dated MARCH 25, 2005

The Note states that Borrower owes Lender

ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$114,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of CALUMET (Name of Recording Jurisdiction):

LOT NUMBER THREE (3) OF NORTHWOODS
ESTATES, CITY OF CHILTON, CALUMET
COUNTY, WISCONSIN.

which currently has the address of 423 DOVE AVENUE

CHILTON [City], Wisconsin 53014 [Zip Code] ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess

may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the

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enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund

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of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to

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the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in

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value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money

order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

[REDACTED]

required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Mark L. Vollmer 3/25/05

- BORROWER - MARK L. VOLLNER - DATE -


Patricia J. Vollmer 3/25/05

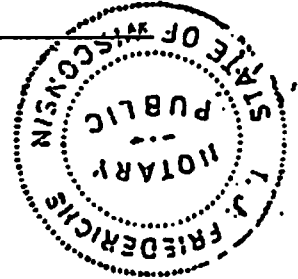
PATRICIA J VOLLNER / DATE -

(Space Below This Line For Acknowledgment)

State of Wisconsin
County of Calumet

This instrument was acknowledged before me on March 25, 2005, by
Mark L Vollmer and Patricia J Vollmer


(Signature of person taking acknowledgment) T.J. Friedrichs
(Title or Rank)
My Commission Expires: 11-9-08



This instrument was drafted by:
NIKKI ROESSLER
MIT LENDING

33 MAIDEN LANE, 6TH FLOOR, NEW YORK,
NY 10038

2



**DOCUMENT # 507224
TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI**

ASSIGNMENT

Document Number

**RECEIVED FOR RECORD
08/27/2015 10:24 AM**

When Recorded Return To:

**ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
MAC: N9289-016
PO BOX 1629
EAGAN, MN 55121-4400** ENVELOPE

Parcel ID No. 211-0210-000030A-000-0-181912-00-4300

THIS IS A STYLE "B" FORM UNDER WIS ACT 110 WITH 3X3 SPACE IN UPPER RIGHT CORNER
Calumet, Wisconsin
"VOLLMER"

MN # [REDACTED] SIS #: 1-888-879-6377
Date of Assignment: August 24th, 2015
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS
SUCCESSORS AND ASSIGNS of P.O. BOX 2028, FLINT, MI 48501
Assignee: WELLS FARGO BANK, NA at HOME CAMPUS, DES MOINES, IA 50328

Executed By: MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP
MARITAL PROPERTY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT
LENDING, ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 03/25/2005 Recorded: 04/01/2005 as Instrument No.: 389990 In the County of Calumet, State
of Wisconsin.

Parcel ID No. 211-0210-000030A-000-0-181912-00-4300

Property Address: 423 DOVE AVENUE, CHILTON, WI 53014

Legal: LOT NUMBER THREE (3) OF NORTHWOODS ESTATES, CITY OF CHILTON, CALUMET COUNTY,
WISCONSIN.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said
Mortgage having an original principal sum of \$114,400.00 with interest, secured thereby, and the full benefit of all the
powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys
unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the
terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS
SUCCESSORS AND ASSIGNS
On 8-24-15

By: 
Scott Gerald Heerkens
Assistant Secretary



EXHIBIT C

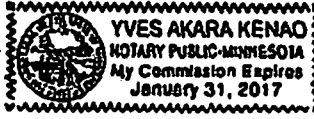
STATE OF Minnesota
COUNTY OF Dakota

Yves Akara Kenao

On 8-24-15 before me, Yves Akara Kenao a Notary Public in the State of Minnesota, personally appeared Scott Gerald Haukins, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Yves Akara Kenao
Yves Akara Kenao



Notary Expires:

11/31/17

(This area for notarial seal)

PREPARED BY: WELLS FARGO BANK, N.A.



FORECLOSURE REPORT - SCHEDULE B-II

File 



Knight Barry Title Services LLC
5697 Grande Market Drive
Appleton, WI 54913
920-733-1400
Fax: 920-733-7005

Refer Inquiries to: Kim Diedrick (appleton@knightbarry.com)
Completed on: 1/22/16 2:28 pm
Last Revised on: 1/26/16 12:02 pm
Printed on: 1/26/16 12:03 pm

In accordance with the addressee's request, we have made a search of the records in the various public offices of Calumet County and find that: (i) as of the Effective Date, title to the Land is in the owner or owners of record set forth in Schedule A, above, and (ii) that there has been no change of record affecting the Land since when the borrower(s) under the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report, except those matters shown below (it is understood and agreed by the addressee that the Company has searched the public records for the following time period: from when the borrower(s) on the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report):

1. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
2. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
3. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to MERS as nominee for M&I Bank FSB in the amount of \$30,000.00 dated May 17, 2006 and recorded May 23, 2006 as Document No. 405236 .
The mortgage described above was assigned of record to HSBC Mortgage Services Inc. by an instrument recorded September 2, 2015 in Document No. 507398 .
4. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to Community Bank & Trust in the amount of \$110,000.00 dated April 12, 2011 and recorded April 25, 2011 as Document No. 463995 .
5. Judgment entered December 29, 2014 and docketed January 29, 2015 in favor of Community Bank & Trust, creditor(s) and against Bridal Essence LLC, Patricia J. Vollmer and Mark L. Vollmer , 423 Dove Ave., Chilton, WI 53014 ,debtor(s) in the amount of \$91,252.60 , Case No. 2015TJ000006 .
6. Judgment entered January 6, 2015 and docketed January 16, 2015 in favor of Community Bank & Trust , creditor(s) and against Bridal Essence LLC and Patricia Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of \$2,528.24 , Case No. 2014SC000632 .
7. Judgment entered April 13, 2015 and docketed April 20, 2015 in favor of Redevelopment Authority of the City of Sheboygan , creditor(s) and against Bridal Essence LLC, Patricia Vollmer and Mark Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of \$20,183.78 , Case No. 2015TJ000017 .
8. Payment of taxes for the year 2015 cannot be verified at this time of the year. Please provide a paid receipt and this exception will be removed. Amount due \$2,512.40

Footnotes to Schedule B

- a. Taxes for the year 2014 in the amount of \$2,603.85 , and all prior years are paid.
- b. This commitment is solely for the purpose of guaranteeing a purchaser at Sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes. Additionally, the amount of insurance must be increased to the amount of the sale price. Additional premium will be billed at the time.
- c. The Company has searched the records in the United States District Court for the Eastern District of Wisconsin and as of the date of the search, there are no bankruptcy proceedings commenced or pending in said court for the present owners of the subject premises. The company hereby disclaims any liability for the consequences of any bankruptcy proceedings commenced or pending in any District of the United States Bankruptcy Court other than the Eastern District of Wisconsin.

FORECLOSURE REPORT

Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

Page 3 of 4



LIEN REPORT

II

3.2

R. O. No. 102 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association successor by merger with Firststar Bank, N.A. v Luis E. Olmedo et al.

France

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger with Firststar Bank, N.A.
4801 Frederica Street
Owensboro, KY 42301

SUMMONS

Case No. 16CV0437

Plaintiff,
vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Luis E. Olmedo
1520 Superior Ave
Sheboygan, WI 53081-2441

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Faith R. Olmedo a/k/a Faith Haase
1520 Superior Ave
Sheboygan, WI 53081-2441

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

CLERK CIRCUIT COURT
FILED
2016 AUG 12 A 11:13
SHEBOYGAN COUNTY
WISCONSIN

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation
c/o Michael Huck, Registered Agent
702 State St
Manitowoc, WI 54220-4034

Health Payment Systems Inc
c/o James A Brindley, Registered Agent
735 N Water St
Milwaukee, WI 53202-4100

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or

8-23-16
3:57P

disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 11th day of August, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
070338F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

U.S. Bank National Association successor by merger with Firststar Bank, N.A.
4801 Frederica Street
Owensboro, KY 42301

COMPLAINT

Case No. 16CV0437

Plaintiff,
vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Luis E. Olmedo
1520 Superior Ave
Sheboygan, WI 53081-2441

Faith R. Olmedo a/k/a Faith Haase
1520 Superior Ave
Sheboygan, WI 53081-2441

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation
c/o Michael Huck, Registered Agent
702 State St
Manitowoc, WI 54220-4034

Health Payment Systems Inc
c/o James A Brindley, Registered Agent
735 N Water St
Milwaukee, WI 53202-4100

Defendants.

CLERK CIRCUIT COURT
FILED
2016 AUG 12 A 11:13
SHEBOYGAN COUNTY
WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county. a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Luis E. Olmedo and Faith R. Olmedo a/k/a Faith Haase .
3. There has been a failure to make contractual payments as required, and there is now due

and owing to plaintiff the principal sum of \$39,444.45 together with interest from the 1st day of April, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 11th day of August, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Picette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Multistate

NOTE

FHA Case No. [REDACTED]

JULY 28, 2000
(Date)

1520 SUPERIOR AVENUE, SHEBOYGAN, WISCONSIN 53081
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

FIRSTAR BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of

FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100 Dollars (U.S. \$ 49,591.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of EIGHT AND 625/1000 percent (8.625 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on SEPTEMBER 1, 2000. Any principal and interest remaining on the first day of AUGUST 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4801 FREDERICA STREET, OWENSBORO, KY 42301

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 385.72. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other (specify)

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR AND NO/100 percent (4.00 %)** of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

~~PAY TO THE ORDER OF
PAY TO THE ORDER OF
____ (Seal)
____ -Borrower~~

PAY TO THE ORDER OF (Seal)
Mississippi Valley Life Insurance Co. -Borrower

~~____ (Seal)
____ -Borrower~~

____ (Seal)
FIRSTAR BANK, N.A. -Borrower

BY Teresa Bulver (Seal)
TERESA BULVER
ASSISTANT VICE-PRESIDENT

BY Teresa Bulver (Seal)
TERESA BULVER
ASSISTANT VICE-PRESIDENT

1R (1987)

EXHIBIT A

THIS ALLONGE IS HERETO MADE A PART OF THE NOTE FOR:

Loan Number: _____
Borrower Name: Olmedo
Loan Amount: _____
Disbursement Date: _____
Property Address: _____

PAY TO THE ORDER OF

WITHOUT RECOURSE.

Mississippi Valley Life Insurance Co.

BY *Teresa Bulver*
TERESA BULVER
ASSISTANT VICE-PRESIDENT

EXHIBIT A

MORTGAGE

DOCUMENT NUMBER:

SHEBOYGAN COUNTY, WI
RECORDED ON

NAME & RETURN ADDRESS:

07-28-2000 4:20 PM

LOAN: [REDACTED]
RECORD & RETURN TO:
FIRSTAR BANK, N.A.
1550 EAST 79TH STREET
BLOOMINGTON, MN 55425

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 24.00
TRANSFER FEE:

041447 5

PARCEL IDENTIFIER NUMBER:

600230

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on JULY 28, 2000
The Mortgagor is

LUIS E. OLMEDO AND FAITH R. OLMEDO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRSTAR BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and
whose address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

("Lender"). Borrower owes Lender the principal sum of

FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100

Dollars (U.S. \$ 49,591.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on

AUGUST 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the

Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Wisconsin Mortgage - 4/96

[REDACTED]

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

Initials: LO FO

[REDACTED]

EXHIBIT B

[REDACTED]

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHERBOYGAN County, Wisconsin:

THE WEST TWENTY (20) FEET OF LOT THREE (3) AND THE EAST TWENTY (20) FEET OF LOT FOUR (4), BLOCK SIXTEEN (16) OF THE ORIGINAL PLAT OF THE CITY OF SHERBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1520 SUPERIOR AVENUE, SHERBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.



EXHIBIT B

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act"), (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

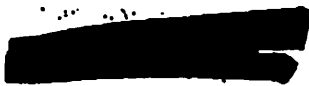


EXHIBIT B

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:
The foregoing instrument was acknowledged before me this JULY 28, 2000 (date)
by LUIS E. OLMEDO AND FAITH R. OLMEDO, HUSBAND AND WIFE

My Commission Expires: June 20, 2004
(Seal)

(person acknowledging)

Kathleen Koeser
Notary Public, State of Wisconsin
Kathleen Koeser
This instrument was prepared by



SAMANTHA STAHL
FIRSTSTAR BANK, N.A.
809 SOUTH 60TH STREET
WEST ALLIS, WISCONSIN 53214



REAL ESTATE MORTGAGE

BORROWER: LUIS AND FAITH OLMEDO, HUSBAND AND WIFE

LENDER: CITY OF SHEBOYGAN

DATED: 7/28/00

**RECORDED: 7/28/00
INSTRUMENT # 1575795**

**BOOK: 1750 PAGE: 94
AMOUNT: \$3,500.00**

MORTGAGE

BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO

LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION

DATED: 7/28/00

**RECORDED: 1/22/01
INSTRUMENT # 1587930**

**BOOK: 1782 PAGE: 800
AMOUNT: \$14,999.00**

MORTGAGE

BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO, A MARRIED COUPLE

LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION

DATED: 7/28/00

**RECORDED: 1/22/01
INSTRUMENT # 1587931**

**BOOK: 1782 PAGE: 802
AMOUNT: \$2,037.00**

NAME SEARCH RAN ON: LUIS OLMEDO, FAITH OLMEDO

MORTGAGE FORECLOSURE: NONE

JUDGMENTS:

**CASE #: 2013SC002711
PLAINTIFF: HEALTH PAYMENT SYSTEMS INC
DEFENDANT: LUIS OLMEDO, FAITH OLMEDO
AMOUNT: \$708.50 PLUS INTEREST COSTS & FEES
DOCKETED: 11/13/13**

MECHANIC'S LIENS: NONE

CHILD SUPPORT LIENS: NONE

MUNICIPAL LIENS: NONE

VI

7.16

R. C. No. 347- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 155-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath
[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. Michael Vandewash Mayor

II

3.10

R. O. No. 155 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al.

Inance

City Clerk

100

100

100

SEP 14 2015

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

KRISTI A. POTOCHNIK
2111 North 10th Street
Sheboygan, WI 53081,

Plaintiff,

CIRCUIT COURT BRANCH 1
L EDWARD STENDEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SLH Services

**STATE OF WISCONSIN, DEPARTMENT OF
HEALTH SERVICES**
1 West Wilson Street
Madison, WI 53703,

Involuntary Plaintiff,

Server seph ch

Date 9-14-15 Time 1:05 PM

v.

CITY OF SHEBOYGAN
a municipal entity
828 Center Ave., Suite 304
Sheboygan, WI 53081,

Defendant,

SUMMONS 15CV0563

Case No. _____

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

UNITED HEALTHCARE OF WISCONSIN, INC.,
a Wisconsin corporation
10701 Research Drive
Wauwatosa, WI 53226,

**CARE IMPROVEMENT PLUS WISCONSIN
INSURANCE COMPANY**
9700 Health Care Lane MN 17-E900
Minnetonka, MN 55343-4522,

Subrogated Defendants.

SHEBOYGAN COUNTY
WISCONSIN
2015 SEP 14 P 1:02
CLERK CIRCUIT COURT
FILED

SUMMONS

THE STATE OF WISCONSIN TO SAID DEFENDANT:

To each person named above as a defendant, you are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

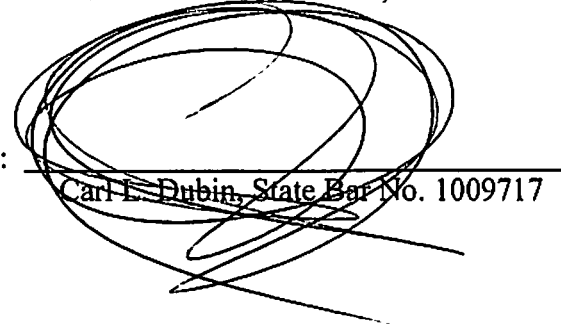
Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081 and to DUBIN & BALISTRERI, LTD., whose address is 1551 North Prospect Avenue, Milwaukee, WI 53203-0091. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 10th day of August, 2015.

DUBIN & BALISTRERI, LTD.

By:

A large, circular, handwritten signature in black ink, appearing to be "Carl L. Dubin", is written over a horizontal line. The signature is somewhat messy and loops around itself.

~~Carl L. Dubin, State Bar No. 1009717~~

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097

KRISTI A. POTOCHNIK

2111 North 10th Street
Sheboygan, WI 53081,

Plaintiff,

**STATE OF WISCONSIN, DEPARTMENT OF
HEALTH SERVICES**

1 West Wilson Street
Madison, WI 53703,

Involuntary Plaintiff,

v.

CITY OF SHEBOYGAN

a municipal entity
828 Center Ave., Suite 304
Sheboygan, WI 53081,

Defendant,

UNITED HEALTHCARE OF WISCONSIN, INC.,

a Wisconsin corporation
10701 Research Drive
Wauwatosa, WI 53226,

**CARE IMPROVEMENT PLUS WISCONSIN
INSURANCE COMPANY**

9700 Health Care Lane MN 17-E900
Minnetonka, MN 55343-4522,

Subrogated Defendants.

COMPLAINT 15CV0563

Case No. _____

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

CLERK CIRCUIT COURT
FILED
2015 SEP 14 P 1:02
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NOW COMES the above named plaintiff, KRISTI A. POTOCHNIK, by her attorneys, DUBIN & BALISTRERI, LTD, by Carl L. Dubin, as and for a complaint against the defendant, alleges as follows:

1. That the plaintiff, **KRISTI A. POTOCHNIK** (hereinafter "KRISTI"), is an adult individual residing at 2111 North 10th Street, Sheboygan, WI 53081.

2. That the defendant, **CITY OF SHEBOYGAN** (hereinafter "SHEBOYGAN") is a

municipal corporation duly existing under the laws and constitution of the State of Wisconsin, whose principal offices are located at 828 Center Ave., Suite 304, Sheboygan, Wisconsin 53081.

3. The involuntary plaintiff, **STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES**, (hereinafter “the Department”) with home offices located at 1 Wilson Street, Madison, WI 53703, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident and thereafter and therefore may claim to be subrogated to plaintiff's rights. The Department has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

4. The subrogated defendant, **UNITED HEALTHCARE OF WISCONSIN, INC.**, (hereinafter “United”), with home offices located at 10701 Research Drive, Wauwatosa, WI 53226, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. United has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

5. The subrogated defendant, **CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY**, (hereinafter “Care”), with home offices located at 9700 Health Care Lane MN 17-E900, Minnetonka, MN 55343-4522, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. Care has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

6. The procedures designated in Section 893.30, Wisconsin Statutes, have been complied with in this matter, to wit: Notice of Circumstances Giving Rise to Claim and Claim Pursuant to Wis. Stat. Sec. 893.80 was served on the defendant, **SHEBOYGAN**, on April 25, 2014 and Claim for Damages was served on the defendant, **SHEBOYGAN**, on January 20, 2015. On April 10, 2015,

SHEBOYGAN served notice of disallowance of the claim on **KRISTI**. Under Section 893.80(1g), plaintiff may bring an action on a claim under 893.80(1g) within six (6) months from the date of service of this notice.

7. On March 3, 2014, on a **SHEBOYGAN** sidewalk adjacent to the Q Mart located at 1006 Geele Avenue, Sheboygan, WI 53081, **KRISTI** stepped off the curb at the corner of North 10th Street and Geele Avenue onto a curb drain that had been constructed, placed, inspected and carelessly and negligently maintained by **SHEBOYGAN**, its agents, servants and employees; the curb drain was covered with snow and **KRISTI**'s right foot and leg suddenly and without warning slid through the hole in the defective curb drain.

8. The curb drain at the corner of North 10th Street and Geele Avenue was defective, and this defect created a nuisance that was known or should have been known by **SHEBOYGAN**. The drain was defective because it was missing a bar, which created a hole in the curb drain big enough for an average person's, including **KRISTI**'s, foot and leg to fall through.

9. That as a result of her leg slipping through the hole in the curb drain, **KRISTI** sustained injuries to her right lower extremity and back and resulting damages.

10. **SHEBOYGAN** provided no notice of the defective and hazardous curb drain to **KRISTI** or to any other pedestrians walking in the surrounding area.

11. That the defendant **SHEBOYGAN**, as a municipal entity, has a duty to maintain public roadways, including the curb area and curb drains.

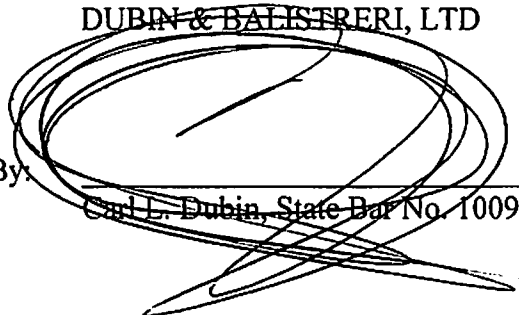
12. That **SHEBOYGAN** knew or should have known of the defective and hazardous curb drain and nuisance, and negligently and carelessly left it in a defective condition for a significant period of time to the detriment of the public, and negligently and carelessly failed to alert the public of this nuisance, causing the plaintiff to sustain personal injuries and damages.

13. As a direct and proximate result of the negligence of the defendant above named on March 3, 2014, the plaintiff, KRISTI, sustained severe personal injuries causing her to incur pain, suffering and disability, past and future, and items of medical expense for the care and treatment of said injuries, past and future, and loss of earning capacity.

WHEREFORE, the plaintiff, KRISTI, demands judgment against the defendant, SHEBOYGAN, according to law, together with attorney fees, costs and disbursements of this action.

Dated this 10th day of September, 2015

DUBIN & BALISTRERI, LTD
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097

DUBIN & BALISTRERI, LTD
By: 
Carl L. Dubin, State Bar No. 1009717

VI

7.10

R. C. No. 341 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 349-14-15 by Finance to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v Cities and Towns Mutual Insurance Co. et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to
new Council
(2016-2017)*

Julie Kath
[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. Michael J. [Signature] Mayor

VI

6.11

R. C. No. 349 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v. Cities and Towns Mutual Insurance Co. et al.; recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)*

John B. [Signature]
Julie Kath [Signature]

[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.8

R. O. No. 186- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas vs. Cities and Towns Mutual Insurance Co. et al.

Finance

Susan Richards

City Clerk

12/11

11

11/11/11

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

ALEAN OLIVAS
1237 Trimmerger Court
Sheboygan, WI 53081,

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/o Thomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

Defendants,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

Subrogated Defendant

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
815 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0707

Case Code: 30105

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00
SHEBOYGAN, WI

Process Server: Jasen Jirschke
Time: 12:20pm Date: 11/19/14
Address of serve: 828 Center Ave
Sheboygan WI 53081
Person Served: Susan Richards
by City clerk

Personal
 Posted
 Substitute
 Corporate

SUMMONS

THE STATE OF WISCONSIN, TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

YOU ARE HEREBY NOTIFIED that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____


David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:

THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS
1237 Trimmerger Court
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/o Thomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

Subrogated Defendant.

SHEBOYGAN
WISCONSIN
14 OCT 31 P 3:00
CLERK CIPRIANO COURT
FILED

COMPLAINT

NOW COME the above-named plaintiffs, by their attorney, David J. Lisko, and as and for separate claims and causes of action against the above-named defendants, and each of them, jointly and severally, allege and show to the Court as follows:

ALLEGATIONS RELATED TO ALL CAUSES OF ACTION

1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.

2. That plaintiff, Alean Olivas, is the father of the decedent, Jaime Olivas, and resides at 1237 Trimmerger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.

4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.

5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29, 2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.

6. That upon information and belief, the defendant, Gary Niemann, is an adult resident of the State of Wisconsin, whose last known address is 828 Center Avenue, #205, City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. That at all times material the defendant, Gary Niemann, was an employee of the defendant, City of Sheboygan. The defendant, City of Sheboygan is responsible for the acts of its employees under *respondeat superior*.

8. That upon information and belief, the defendant, ABC Insurance Company, is an insurance company or companies providing liability coverage to the defendant, City of Sheboygan; that said plaintiffs do not know the true and correct name of said insurance company or companies, but will move the Court to amend so as to reflect the true and correct name or names as soon as same can be ascertained.

9. That upon information and belief, the subrogated plaintiff, United States Department of Health and Human Services, is a federal agency that, as a result of the occurrence described in this Complaint, the laws of the United States of America and the State of Wisconsin, the United States Department of Health and Human Services (Medicare A) may have made payments on behalf of the decedent, Jaime Olivas, for medical expenses; that further, said agency may have a subrogation interest herein.

10. That prior to November 29, 2011 the defendant, City of Sheboygan, purchased an OBD leaf collection system.

11. Upon information and belief, the OBD leaf collection system came with instructions on how the leaf collection unit should be mounted.

12. Defendant, City of Sheboygan, employees decided not to mount the leaf collection system as described in the instruction manual.

13. Defendant, City of Sheboygan, employees decided to mount the OBD leaf collection system on the front of its trucks. City of Sheboygan employees installed ductwork running from the leaf collector over the windshield to the dump box of the truck.

14. That on November 29, 2011, defendant, Gary Niemann, was operating a city-owned truck equipped with a front mounted OBD leaf collection system.

15. Defendant, Gary Niemann was traveling northbound on 6th Street near the intersection of New York Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

16. At the same time and place the decedent, Jaime Olivas, was crossing 6th Street.

17. That on November 29, 2011 at approximately 8:50 a.m. the defendant, Gary Niemann, struck the decedent, Jaime Olivas, which caused his death.

18. That the defendant, City of Sheboygan, was negligent in the following respects: (a) failing to install 15 mile-per-hour speed limit and school zone signs in the area around a school; (b) deciding to install an OBD leaf collection system on the truck which struck Mr. Olivas so as to create a substantial obstruction to a driver's visibility through the windshield; and (c) requiring its drivers to operate its trucks with a substantial obstruction to a driver's visibility through the windshield.

The defendant, Gary Niemann, was negligent by violating the following traffic safety rules: (a) operating the truck at an unreasonable and

imprudent speed; (b) falling to properly manage and control his vehicle; and (c) failing to exercise a proper lookout.

20. As a result of the defendants' negligence the defendant, Gary Niemann, struck the decedent, Jaime Olivas, resulting in severe bodily harm, and conscious pain and suffering to decedent, Jaime Olivas, and causing his death.

SECOND CAUSE OF ACTION NEGLIGENCE PER SE

21. The plaintiffs' reallege and re-incorporate by reference the allegations of paragraphs 1-19 above as though fully set forth at length.

22. The employees of the defendant, City of Sheboygan, are negligent as a matter of law for placing the duct work of the OBD leaf collection system on the vehicle so as to obstruct the driver's clear vision through the windshield in violation of Trans 305.34(6) of the Wisconsin Administrative Code.

23. The defendant, Gary Niemann, is negligent as a matter of law for driving the City of Sheboygan's motor vehicle upon a highway with the ductwork of the OBD leaf collection system placed on the vehicle so as to obstruct the driver's clear view through the front windshield in violation of Wis. Stat. 346.88 (3)(b).

24. As a direct and proximate result of the defendants' violation of these safety statutes decedent Jaime Olivas was struck and killed and the plaintiffs have sustained those damages alleged in this complaint.

THIRD CAUSE OF ACTION WRONGFUL DEATH

25. That plaintiff, Lisa Olivas, as personal representative of the Estate of Jaime Olivas, and pursuant to Sec. 895.01, Wis. Stats. on behalf of the Estate of Jaime Olivas, and in her individual capacity hereby realleges and incorporates

herein by reference the allegations of paragraphs 1-23, above, as if fully set forth herein at length.

26. As a further consequence of the occurrence described herein, and as a direct and proximate result of the conduct of the defendants, City of Sheboygan and Gary Nelmann, as previously alleged herein, the plaintiffs have suffered the loss of society and companionship of their son, Jaime Olivas, the loss of future earnings and these plaintiffs have been further caused to incur costs and expenses for her son's medical treatment, funeral services, cemetery lot and the lot's perpetual care, and grave marker, all to her damages past, present and future.

WHEREFORE, the plaintiffs demand judgment against the above-named defendants, and each of them, jointly and severally, as follows:

A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

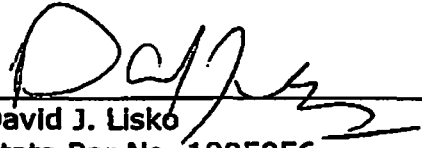
B. That the survivors of Jaime Olivas, as represented by the plaintiff, Lisa Olivas (his mother) are entitled to recover for the wrongful death of Jaime Olivas under Sec. 895.03 and 895.04 of the Wisconsin Statutes, including his burial expenses, loss of society and companionship with him and their loss of services which would have been provided by him during his and their normal life.

C. That plaintiffs recover their costs, disbursements, a reasonable sum towards attorney's fees, and such other and further relief as the Court deems equitable under the circumstances.

Dated this 30th day of October, 2014.

**THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs**

By: _____


David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:

**THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)**

VI

7.20

R. C. No. 35/ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 282-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. Michael Henderson Mayor

II

4.6

R. O. No. 282- 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.

Finance

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR
BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **16CV0049**
FORECLOSURE CASE CODE - 30404

Plaintiff,

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

vs.

SUMMONS

MARK M. MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

JANE DOE MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

4:00 PM 2/11/16
Patik
828 Center Avenue Sheboygan
Margaret Di Bruno
X

Defendants. THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment

may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3rd day of February, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act)
15 U.S.C. Section 1692 As Amended**

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C.,
4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

WELLS FARGO BANK, N.A., SUCCESSOR
BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **16CV0049**
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

MARK M. MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

JANE DOE MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

RECEIVED
CIRCUIT COURT
SHEBOYGAN COUNTY
JAN 11 2016

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, MARK M. MEYER, is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073 (hereinafter Borrower).
3. Defendant, JANE DOE MEYER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073.
4. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a

sovereign entity and body politic, and its agent for service of process is the City Clerk located at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081.

5. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 04/23/2003 as Document No. 1682329. Plaintiff is the holder of the Note and Mortgage.

6. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

7. The unpaid balance due under the Note and Mortgage is immediately due and payable.

8. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.

9. As of 02/19/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$34,100.33
Accrued Interest	1,100.50
Less Escrow Balance	-87.63
Less Suspense Balance	-5.07
TOTAL	\$35,108.13

*Interest continues to accrue at the rate of 5.875% per year or \$5.49 per diem after 02/19/2016.

Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

10. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073. The Property cannot be sold in parcels without injury to the interests of the parties.

11. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant Jane Doe Meyer, possible unknown spouse, by virtue of being the spouse of Mark M. Meyer, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.
- (b) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000159, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$711.00.
- (c) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000160, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$706.00.

12. Pursuant to Section 846.101, Wisconsin Stats, and the provisions contained in the Mortgage, Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property. Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

13. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

- 1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.
- 2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of

taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3rd day of February, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:

Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTE

APRIL 17, 2003
[Date]

SHEBOYGAN
[City]

WISCONSIN
[State]

W5730 WOODCHUCK LANE, PLYMOUTH, WI 53073

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ *****64,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on JUNE 01, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 01, 2023, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED] or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ *****457.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

U2112 -5N(WI) (0008)

Form 3250 1/01

WMP MORTGAGE FORMS - (800)821-7289

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WJMK

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

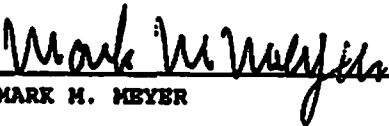
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



MARK M. MEYER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.
By Sandra R. Ahmad
Sandra R. Ahmad
Assistant Secretary

Handwritten signature or initials

Small handwritten mark or signature

MORTGAGE

1682329

SHEBOYGAN COUNTY, WI
RECORDED ON

DOCUMENT NUMBER

04/23/2003 10:05AM

DARLENE J. NAVIS
REGISTER OF DEEDS

NAME & RETURN ADDRESS
WELLS FARGO HOME MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

RECORDING FEE: 41.00
TRANSFER FEE:

STAFF ID ?
TRANS 0 19491

0 OF PAGES: 16

PARCEL IDENTIFIER NUMBER

[REDACTED]

[REDACTED]

[Space Above This Line For Recording Date]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 17, 2003 together with all Riders to this document.

(B) "Borrower" is MARK M. MEYER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF CALIFORNIA

[REDACTED]
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

LS-100 -8(WI) (0003)

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Initial: *MM*

WMP MORTGAGE FORMS - (800)621-7221

Lender's address is P.O. BOX 10304, DES MOINES, IA [REDACTED]

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2003

The Note states that Borrower owes Lender SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars

(U.S. \$*****64,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> I-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.



(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION.

TAX PARCEL NUMBER: [REDACTED]

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED]

which currently has the address of W5730 WOODCHUCK LANE

PLYMOUTH
("Property Address"):

[City], Wisconsin 53073

[Street]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Exhibit "A"

LEGAL DESCRIPTION:

A parcel of land being part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty-one (21) East, in the Town of Plymouth, Sheboygan County, Wisconsin described as follows: Commencing at a stake which is North 30 deg. 45 min. West 506 feet from a post in the North line of property owned by Sheboygan County, Wisconsin, and described as an exception in Warranty Deed recorded in Vol. 160, Page 263 of Deeds, Office of Register of Deeds, Sheboygan County, Wisconsin, said post being on the West line of highway; thence running North 29 deg. 50 min. West, 348 feet to a stake; thence running at right angles to last described line 35 feet more or less to the center line of the Mullet River; thence Southeasterly along said center line to a point which is 150 feet more or less Northeasterly from the place of beginning; thence South 59 deg. 15 Min. West 150 feet more or less, to the place of beginning, together with the right of ingress and egress to and from said property to Highway 57, now know as Highway 67.

Tax Parcel Number: 59016216300

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Mark H. Meyer (Seal)
MARK H. MEYER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

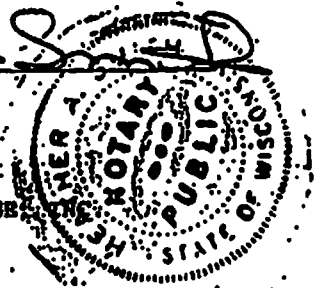
_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:
The foregoing instrument was acknowledged before me this *April 17, 2003*
by MARK M. MEYER

My Commission Expires: *11-5-2006*

Heather A. Smith
Notary Public, State of Wisconsin



This instrument was prepared by
WELLS FARGO HOME MORTGAGE, INC.

3003 W COLLEGE AVE., APPLETON, WI.
[REDACTED]
LISA M VAN DEN HEUVEL

II

3.1

R. O. No. 160 - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jeffrey S. Nytsch et al.

Inance

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC. 3476 Stateview Boulevard Fort Mill, SC 29715

CASE NO. 16CV0603 FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 1 L EDWARD STENDEL 615 N SIXTH STREET SHEBOYGAN WI 53081

Plaintiff,

vs.

SUMMONS

JEFFERY S. NYTSCH a/k/a JEFFREY SCOTT NYTSCH 1412 North 17th Street Sheboygan, Wisconsin 53081

SALLY M. NYTSCH 3220 South 18th Street Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION c/o Officer and/or Agent 200 North Adams Street Green Bay, Wisconsin 54301

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT c/o Chad Pelishek, Director 828 Center Avenue, Suite 104 Sheboygan, Wisconsin 53081

CLERK CIRCUIT COURT FILED 2016 NOV -4 P 12:56 SHEBOYGAN COUNTY WISCONSIN

PROCESS SERVED TIME 2:15 P.M. DATE 11/14/16 SERVED UPON & ADDRESS Chad Pelishek 828 Center Avenue, Suite 104, Sheboygan PERSONAL () SUBSTITUTE () POSTED () CORPORATE

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

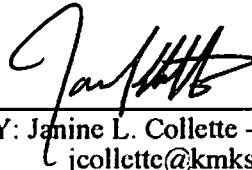
Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3rd day of November, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:

Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act)
15 U.S.C. Section 1692 As Amended**

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C.,
4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

WELLS FARGO BANK, N.A., successor
by merger to WELLS FARGO HOME
MORTGAGE, INC., f/k/a NORWEST
MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **16CV0603**
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

JEFFERY S. NYTSCH a/k/a
JEFFREY SCOTT NYTSCH
1412 North 17th Street
Sheboygan, Wisconsin 53081

SALLY M. NYTSCH
3220 South 18th Street
Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION
c/o Officer and/or Agent
200 North Adams Street
Green Bay, Wisconsin 54301

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
WISCONSIN
2016 NOV - 4 P 12: 57
CLERK CIRCUIT COURT
FILED

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, JEFFERY S. NYTSCH a/k/a JEFFREY SCOTT NYTSCH, is a competent adult who resides at 1412 North 17th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).

3. Defendant, SALLY M. NYTSCH, is a competent adult who resides at 3220 South 18th Street, Sheboygan, Wisconsin 53081.

4. Defendant, ASSOCIATED BANK, NATIONAL ASSOCIATION, is a commercial banking entity organized and existing under the laws of the State of Wisconsin with its agent for service of process located at 200 North Adams Street, Green Bay, Wisconsin 54301.

5. Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, with its agent for service of process located at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081.

6. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 10/19/1998 in Volume 1613, on Page Number 722, as Document No. 1521291. Plaintiff is the holder of the Note and Mortgage.

7. Paragon Home Lending, LLC, assigned the Mortgage to Plaintiff by an assignment dated 10/9/1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on 9/22/1999, in Volume 1695, on Page Number 879, as Document No. 1554612. A copy of the assignment is attached as an Exhibit.

8. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

9. The unpaid balance due under the Note and Mortgage is immediately due and payable.

10. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.

11. As of 11/25/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$37,039.56
Accrued Interest	1,440.70
Less Escrow Balance	-722.28
Late Charges	21.02

TOTAL

\$37,779.00

*Interest continues to accrue at the rate of 6.875% per year or \$6.98 per diem after 11/25/2016. Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

12. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 1412 North 17th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

13. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- a) Defendant Associated Bank, National Association, by virtue of a Mortgage from Jeffrey S. Nytsch and Sally M. Nytsch, husband and wife, to Associated Bank for \$17,622.00 dated June 13, 2000 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on June 22, 2000 in Volume 1743, Page 597, as Document No. 1573349.
- b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954441.
- c) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954442.
- d) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$11,000.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 17, 2012 as Document No. 1954765.

14. Pursuant to Section 846.101 Wis. Stats, and the provisions contained in the Mortgage, Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property. Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

15. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

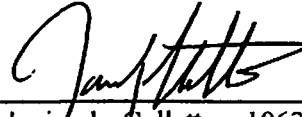
3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3rd day of November, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTE

LOAN NO. [REDACTED]
OCTOBER 9, 19 98

(City)

(State)

1412 N. 17TH STREET
SHEBOYGAN, WI 53081

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **64,000.00** (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **PARAGON HOME LENDING, LLC,**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **6.875 %.**

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **1ST** day of each month beginning on **DECEMBER 1**, 19 **98**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **NOVEMBER 1**, 20**28**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at **19435 W. CAPITOL DRIVE, SUITE 201, BROOKFIELD, WI 53045** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **420.44**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

JEFFERY S. NYTSCH (Seal) Borrower

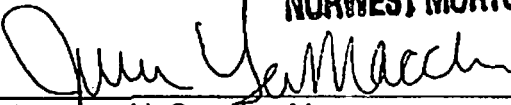
Social Security Number Social Security Number

(Seal) Borrower

Social Security Number Social Security Number

[Sign Original Only]

WITHOUT RECOURSE PAY TO THE ORDER OF:
NORWEST MORTGAGE, INC.

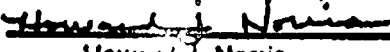


Julie LaMacchia Operations Manager

Paragon Home Lending

WITHOUT RECOURSE
PAY TO THE ORDER OF

NORWEST MORTGAGE, INC.

By 

Howard J. Norris
Assistant Secretary

1521291

SHEBOYGAN COUNTY, WI
RECORDED ON

10-19-1998 10:32 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 22.00
TRANSFER FEE:

004468 0006

MORTGAGE

PREPARED BY AND WHEN RECORDED RETURN TO:
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045
PARCEL ID NO. 200180

MORTGAGE

LOAN NO. [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 9, 1998**
JEFFERY S. NYTSCH, A SINGLE MAN

The mortgagor is

("Borrower").

This Security Instrument is given to
PARAGON HOME LENDING, LLC,

which is organized and existing under the laws of **WISCONSIN**
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045

, and whose address is

("Lender").

Borrower owes Lender the principal sum of **SIXTY-FOUR THOUSAND AND 00/100**

Dollars (U.S. \$ **64,000.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 1, 2028**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in **SHEBOYGAN** County, Wisconsin:

THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF THE EAST TWENTY-FIVE (25) FEET OF LOT ELEVEN (11) AND THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF LOT TWELVE (12) OF BLOCK NINETEEN (19) OF THE ORIGINAL PLAT OF SHEBOYGAN.

Initials: JW

which has the address of 1412 N. 17TH STREET, SHEBOYGAN

Wisconsin 53081 [City]
 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Severable Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

24. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)
- Borrower

Jeff Nytsch
_____ (Seal)
JEFFERY S. NYTSCH - Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

STATE OF WISCONSIN }
County of Sheboygan } ss.

Kristine M. Towne, a Notary Public in and for said county and state do hereby certify that JEFFERY S. NYTSCH, A SINGLE MAN

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 9TH day of OCTOBER, 1998.

My Commission expires: 6/10/2001

Kristine M. Towne

Notary Public
KRYSTINE M. TOWNE
NOTARY PUBLIC
STATE OF WISCONSIN

1554612

SHEBOYGAN COUNTY, WI
RECORDED ON

09-22-1999 2:44 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 10.00
TRANSFER FEE:

023990 6

When Recorded Return To:
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045

PARCEL ID NO.:

ASSIGNMENT OF MORTGAGE

LOAN NO.:
OCTOBER 9, 1998
FOR VALUABLE CONSIDERATION,
PARAGON HOME LENDING, LLC,

a corporation duly organized and existing under and by virtue of the laws of WISCONSIN
("Assignor"), hereby sells, assigns and transfers to
NORWEST MORTGAGE, INC.,

A CALIFORNIA CORPORATION ("Assignee") a
certain mortgage executed on OCTOBER 9, 1998 by
JEFFERY S. NYTSCH, A SINGLE MAN

as Mortgagor, to PARAGON HOME LENDING, LLC
as Mortgagee, and recorded in the office of the Register of Deeds of SHEBOYGAN County,
Wisconsin, in Volume 1613 of Mortgages, on page 722-728. Document
No. 1521297

THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF THE EAST
TWENTY-FIVE (25) FEET OF LOT ELEVEN (11) AND THE SOUTH FORTY (40)
FEET OF THE NORTH SEVENTY (70) FEET OF LOT TWELVE (12) OF BLOCK
NINETEEN (19) OF THE ORIGINAL PLAT OF SHEBOYGAN.

together with the note and indebtedness it secures. This assignment is made without recourse.

PARAGON HOME LENDING, LLC

By

Name: Julie LaMacchia
Its: Director of Operations

Witness

ACKNOWLEDGMENT

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss.

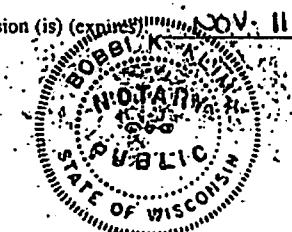
Personally came before me, this 9TH day of OCTOBER, 1998,
Julie LaMacchia, the Director of Operations, of the above
named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such
officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of
said corporation, by its authority.

Bobbi K. Klim
Notary Public Waukesha County, WI

My Commission (is) (expires) NOV. 11, 2001

This instrument was drafted by: Bobbi Klim
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045

WASSIGN



VI

7.14

R. C. No. 345 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 53-15-16 by the City Clerk submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath
[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. Michael Vandevanter Mayor

III

Other Matters

7.1

R. O. No. 53- 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan.



City Clerk

Finance

1.7

Handwritten text at the top center, possibly a title or date, which is mostly illegible due to fading.

Handwritten Roman numeral III in red ink, located in the top right corner.

Handwritten number 22 in red ink, located below the Roman numeral III.

Handwritten text in the middle left section, possibly a name or a short phrase, which is mostly illegible.

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH _____

NRFC MEMORIAL HOLDINGS, LLC
433 East Las Colinas Blvd.
Irving, TX 75039,

Plaintiff,

v.

Case No. 15CV0346
Money Judgment / 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

Process Server Pat
Date 6/10/15 Time 4:25 A.M. - P.M.
Served Upon Susan Richards
828 Center Avenue, Sheboygan
 Personal Substitute
 Posted Corporate

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

SHEBOYGAN COUNTY
WISCONSIN
2015 JUN -14 A 11:21
CLERK CIRCUIT COURT
FILED

COPY

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018



Don M. Miljs
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Amanda J. Ramaker
State Bar ID No. 1078623
Attorneys for Plaintiff

NRFC MEMORIAL HOLDINGS, LLC
433 East Las Colinas Blvd.
Irving, TX 75039,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

Case No. **15CV0346**
Money Judgment **30301**

SHEBOYGAN COUNTY
WISCONSIN
15 JAN -4 A 11:21

CLERK CIRCUIT COURT
FILED

COMPLAINT

NRFC Memorial Holdings, LLC ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2014, plus statutory interest, with respect to the parcel of real property in the City (the "Property").

2. Plaintiff is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

COPY

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City's records as Tax Parcel No.: 59281-215850.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2014 Assessment

7. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

8. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 of assessed value for the Property.

9. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.

10. Plaintiff appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. Pursuant to a Stipulation between the Plaintiff, the City, and the Board of Review for the City, the Board of Review sustained the 2014 assessment on the merits at \$12,424,400.

12. The City imposed tax on the Property in the amount of \$335,215.55.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

14. On January 23, 2015, Plaintiff timely and personally served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "2014 Claim"). A true

and correct copy of the 2014 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

15. On or about March 6, 2015, Plaintiff received a letter from the City Attorney, stating that the City Council considered the claim and disallowed it in its entirety ("2014 Disallowance"). A true and correct copy of the 2014 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference.

CLAIM FOR RELIEF

2014 Assessment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.

18. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.

19. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.

20. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.

21. Plaintiff is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2014 should be no higher than \$2,907,191;

B. A determination that the correct tax on the Property for 2014 should be no higher than \$78,437;

C. Judgment in the amount of \$256,778, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

E. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

F. Such other and further relief as the Court deems appropriate and just.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

32103883



Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Amanda J. Ramaker
State Bar ID No. 1078623
Attorneys for Plaintiff

January 20, 2015

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Process Server *rec'd by Susan Richards, City Clerk 1/23/15*
Time 2:55 A.M. - P.M. Date 1/23/15
Served Upon Sue Richards
828 Center Avenue, Sheboygan
 Personal Substitute
 Posted Corporate

Dear Clerk:

Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

COPY

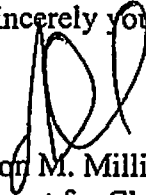


6. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 for of the assessed value for Property.
7. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.
8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$12,424,400.
10. The City imposed tax on the Property in the amount of \$335,216.
11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.
13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.
14. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.
15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.
16. Claimant is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
17. The amount of this claim is \$256,778, plus interest thereon.

Sue Richards, Clerk
January 20, 2015
Page 3

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Don M. Millis". The signature is stylized with a large, looped initial "D" and "M".

Don M. Millis
Agent for Claimant

28875845



March 4, 2015

CERTIFIED MAIL

NRFC Memorial Holdings, LLC
c/o Don M. Millis, Agent
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

Re: Claim for Excessive 2014 Assessment Against the
City of Sheboygan
Tax Parcel No.: 59281-215850


Dear Mr. Millis:

At its meeting on March 2, 2015, the Common Council of the City of Sheboygan considered the above-referenced claim of NRFC Memorial Holdings, LLC dated January 20, 2015 and filed on January 23, 2015. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,


Stephen G. McLean
CITY ATTORNEY

CITY ATTORNEY'S OFFICE

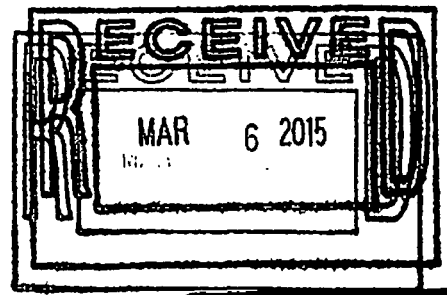
CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

SGM/gmp

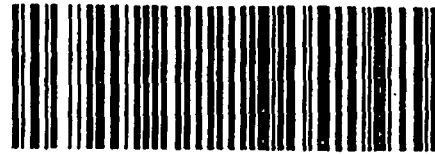
cc: Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Lee Grosenick



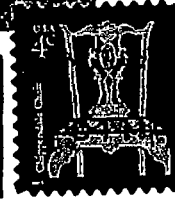
SHEBOYGAN CITY ATTORNEY
828 CENTER AVENUE, SUITE 304
SHEBOYGAN, WI 53081-4442

Return Service Requested

CERTIFIED MAIL



7013 2630 0000 8942 8018



RETURN RECEIPT
REQUESTED

NRFC Memorial Holdings, LLC
c/o Don M. Millis, Agent
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

53703422550



VI

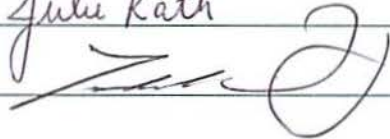
7.12

R. C. No. 343 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 351-14-15 by Finance to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to
new Council
(2016-2017)*

Julie Kath



Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. *Michael Handlisch* Mayor

VI

6.13

R. C. No. 351 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v. City of Sheboygan; recommends that the document be referred to the new Common Council.

*Refer to
new Council
(Finance)*

John Rey
Julie Kath
DAZ

Ray D. Loh

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Finance

Susan Richards

City Clerk

11

Handwritten text, possibly a signature or name, located in the upper left quadrant of the page.

JAN 5 10 48 AM '15

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

1-5-15
8:56
[Signature]

On Behalf of Themselves and All Others Sharing
Questions of Common and General Interest,

Plaintiffs,

Case No. 14CV0792

Case Code 30301 (Money Judgment)

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is 615 North 6th Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 19th day of December, 2014.



Yingtao Ho (State Bar No. 1045418)
THE PREVIAANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing
Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

Case No. **14CV0792**

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

PARTIES AND JURISDICTION

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of \$600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Braesch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisconsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

FACTS

I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund (“Health Fund”) into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan’s insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of \$1.5 million dollars in the Workers Comp Fund, and a combined balance of \$4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of \$5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of \$1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the \$1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the \$1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least \$120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least \$25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred \$68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the \$68,795 included, approximately \$5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least \$2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

III. Facts Related to Education Bonus Payments.

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

IV. Facts Related to the Health Reimbursement Account Contributions.

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of \$1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the \$1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the \$1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

VI. Collective Action Factual Allegations.

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60. The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.


100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;
2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;
3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.



Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500


ATTORNEYS FOR PLAINTIFFS

Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: 

VI

7.11

R. C. No. 342 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 350-14-15 by Finance to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Jeffrey Hermann v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath
[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. Michael J. [Signature] Mayor

VI

6.12

R. C. No. 350 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Jeffrey Hermann v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

*Refer to
new Council
(Finance)*

*John B. ...
Julie Kath
[Signature]*

[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.2

R. O. No. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

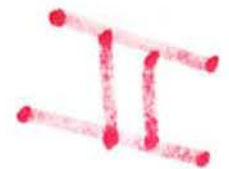
Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs
The City of Sheboygan.

Finace

Susan Richards

City Clerk

150



150

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NOV 26 11:45 AM 2014

The Law Office of John B. Kiel, LLC.

P.O. Box 147

Salem, Wisconsin 53168-0147

Phone: (262) 914-5435

Facsimile: (262) 537-4855

Email Address: firelaw@tds.net

November 26, 2014

VIA HAND DELIVERY

Susan Richards, City Clerk
Micahel Vandersteen, Mayor
City of Sheboygan - City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

*Delivered
Susan Richards
in person
Nov 26 11:20-14
at 3:19 pm
Umayd h
City Clerk
Schroeder
City Clerk*

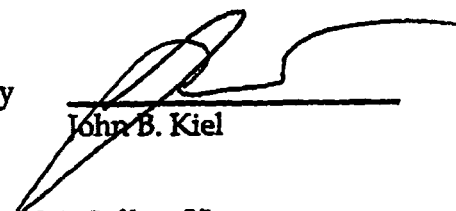
Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By



John B. Kiel

cc: Mr. Jeffery Hermann

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,
Plaintiff,

CIRCUIT COURT BRANCH #4
TERENCE T BOURKE
616 N SIXTH STREET
SHEBOYGAN WI 53081

Case No.
Case Code: 30303 14CV0754
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,
Defendant.

SHEBOYGAN COUNTY
WISCONSIN
14 NOV 26 PM 2:28
CLERK CIRCUIT COURT
FILED

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond in writing with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.

You may have an attorney help or represent you.

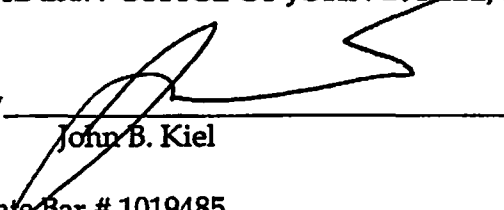
If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Salem, Wisconsin, on November 26, 2014.

FOR PLAINTIFF,

THE LAW OFFICE OF JOHN B. KIEL, LLC.

By _____


John B. Kiel

State Bar # 1019485
P.O. Box 147
Salem, Wisconsin 53168
Telephone: (262) 914-5435
Facsimile: (262) 537-4855
Email: firelaw@tds.net

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

JURY TRIAL REQUESTED

Defendant.

COMPLAINT

NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17th Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

SHEBOYGAN COUNTY
WISCONSIN
14 NOV 26 12:28
CLERK CIRCUIT COURT
FILED

PROCEDURAL PREREQUISITIES

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

JURISDICTION AND VENUE

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

CIRCUMSTANCES OF CLAIM

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
 - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO)

Vacation as a vested benefit:

PTO Vacation Must be used in either 4 of 8 hour increments. This is a vested benefit, prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.
18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.
19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.
20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.
21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of \$10,365.18.
22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of \$27,354.24.
23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

**FIRST CAUSE OF ACTION
(Breach of Contract)**

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

**SECOND CAUSE OF ACTION
(Denial of Vested Benefit)**

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

**THIRD CAUSE OF ACTION
(Estoppel)**

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

PRAAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this court:

- A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.
- B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.
- C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
 - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.
- D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.
- E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

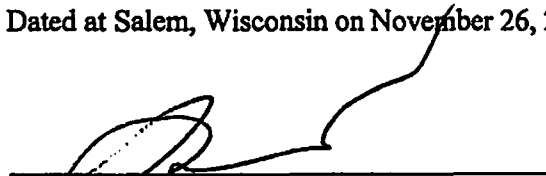
Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

- F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of \$10,365.18 plus interest.
- G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of \$27,354.24 plus interest.
- H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.
- I. Award such other and further relief, as this Court deems just and proper.

PLAINTIFF REQUESTS TRIAL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.

Dated at Salem, Wisconsin on November 26, 2014.



John B. Kiel
Wis. Bar No. 1019485
Attorney for Plaintiff
Law Office of John B. Kiel, LLC
P. O. Box 147
Salem, WI 53168
Telephone: (262) 914-5435
Fax: (262) 537-4855
E-mail: firelaw@tds.net

II

4.6

R. O. No. 11 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint (Small Claims) in the matter of Andrew J. Angermeier v City of Sheboygan.

France

City Clerk

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)

See attached for additional plaintiffs

Hon. Rebecca Persick

Amended

-vs-

To: Defendant(s) : (Name [first, middle, last], Address, City, State, Zip)

See attached for additional defendants

Summons and Complaint
Small Claims

Case No. 16SC0808

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31005
- Return of earnest money 31006
- Tort/Personal injury (\$5,000 or less) 31010

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

You must appear at the time and place stated.

AND/OR (Clerk will circle one)

You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date MAY 16 2016	Time 8:30 a.m.
Place to Appear/File an Answer	
APPEAR: B-10 Lower Level ANSWER: Clerk of Circuit Courts Office	
ADDRESS FOR BOTH: 615 North Sixth Street Sheboygan WI 53081	
Date Served APR 19 2016	Date Summons Mailed APR 19 2016

Clerk/Attorney Signature

Melody Hauge

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: (Check as appropriate)

- Claim for Money \$ _____
- Return of Earnest Money Eviction
- Return of property (replevin) (Describe property in 2 below.)
- Tort/Personal injury \$ _____
- Eviction due to foreclosure
- Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am: plaintiff. attorney for the plaintiff.

State of WISCONSIN

County of SHEBOYGAN

Subscribed and sworn to before me on 4/19/16

Notary Public/Court Official

Name Printed or Typed

My commission/term expires: _____

Signature of Plaintiff or Attorney	Date	Attorney's State Bar Number:
<i>Melody Hauge</i>	<u>4/19/16</u>	
Plaintiff's/Attorney's Telephone Number	Law Firm and Address	
<u>920-287-6094</u>		

JAN 20 '16 PM 12:25

JAK

To whom it concerns,

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15th St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1st 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25th to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31st, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1st due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15th, Sheboygan, WI 53083

K Angermeier 1-2016 920-207-0807

ANDY ANGERMEIER 920-287-6094

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2015

DIRECT CAPITAL CORP
155 COMMERCE WAY

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

PROPERTY NUMBER : 5928181530
or to Property Taxpayer

1127

Associated Year Land	Ass'd Value Improve	Tot Assessed Value	Avg. Assmt. Ratio	Est. For Mkt. Land	Est. For Asst. Improve	Tot Est. For Mkt.	<input type="checkbox"/>	A stub in this box means unpaid prior year taxes.
		20,000	99.564			20,090		
TAXING JURISDICTION	2014 Est State Aids Allocated Tax Dist	2015 Est State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX		
STATE	1607575	1536231	4.21	3.41	-19.0	519.36	22-3344	
COUNTY	13295672	13211594	136.22	112.94	-17.1			
C-SHEBOYGAN	51856061	53454830	229.37	189.92	-17.2			
SCHL - 5271	719585	2850205	259.72	197.00	-24.1			
TCDB 11			19.34	16.09	-16.8			
TOTAL	67478893	71052860	648.86	519.36	-20.0	TOTAL DUE FOR FULL PAYMENT	PAY BY JANUARY 31, 2016	
		<i>Levy & Gen Fund</i>	648.86	519.36	-20.0	\$519.36		
School taxes reduced by school levy tax credit	41.93						Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse	
2025 N 16TH ST				Net Assessed Value Rate (Does NOT reflect Levey Credit)			1st Installment by JANUARY 31, 2016 519.36	2nd Installment by JULY 31, 2016
				25.9678587				

DIRECT CAPITAL CORP
155 COMMERCE WAY
PORTSMOUTH IN 03601 3243

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

DIRECTCAPITAL

a CIT company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

4526004330 PRESORT 4310 1 MB 0.432 P1C17



K. A. ENTERPRISES, INC.
2829 N 15TH ST
SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

DIRECTCAPITAL

a CIT company

Contract Number: 022-0033404-000
Invoice Number: 1526692

Invoice Date: 03/02/2015
Due Date: 03/25/2015
Total Due: \$1,496.18

Important Messages

Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity. Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Ⓞ Fast 24 hour approval and funds available within 3-5 days
- Ⓞ Use it for virtually anything
- Ⓞ Low fixed payments

Call your finance manager today at 800-253-0157 and ask about Working Capital.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE-PRY 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

05/10 CAROL: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR FLEET OF CARS. I REQUESTED A COPY OF THAT INVOICE

03/27 JAMES: PASSING ONTO CAROL

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

PRINT in BLACK Ink

Enter the name of the county in which you are filing this case.

**STATE OF WISCONSIN, CIRCUIT COURT,
SHEBOYGAN COUNTY**

For Official Use

Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.

Plaintiff(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional plaintiffs.

-vs-

**Answer and
Counterclaim
Small Claims**

Case No. _____

Enter the Plaintiff's address.

If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Enter the case number from the summons and complaint.

Enter your name. You are the Defendant.

Defendant(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional defendants.

Enter your address.

If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.

ANSWER

Check 1 or 2.

I am the defendant (or an authorized representative of the defendant):

Check 1 if you do not dispute the plaintiff's claim.

1. This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.

-OR-

Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.

2. This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows:

Check the box if you need more room and attach any additional pages.

See attached for additional information.

Check the box if there is no counterclaim and go to the signature section.

Complete this section only if you are making a counterclaim against the plaintiff(s).

Briefly explain why the court should award you what you are asking for.

If your counterclaim is for more than \$10,000, or if your tort or personal injury claim is for more than \$5,000, the case may not continue in small claims court. You must pay a filing fee to the Clerk of Court, and you must send the Notice of Counterclaim (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Follow local rules for filing and serving.

Do not complete counterclaim section below unless you have a claim of your own against the plaintiff(s).

I/We do not have a claim against the plaintiff(s).

Defendant's Demand:

I/We have a claim against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Brief statement of dates and facts:

See attached for additional information.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name. Note: This signature does not need to be notarized.	Signature of Defendant/Attorney		Date
	Attorney Name, Law Firm, Address	Telephone Number	Attorney's State Bar Number
If an attorney is completing this form, enter your information.			

COPIES: For each person you are serving, make one copy (for an answer) or two copies (if a counterclaim is being made) of this signed original and any attachments and bring them to the clerk of court. The clerk will authenticate the copy/copies for service on the plaintiff(s).

III

4.3

R. O. No. 154 - 16 - 17. By CITY CLERK. November 7, 2016.

Submitting a Summons and Petition for Writ of Mandamus in the matter of Robert L. Elliott v City of Sheboygan et al.

Finance

City Clerk

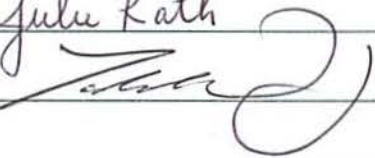
VI

7.21

R. C. No. 352 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 283-15-16 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath


Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____.  Mayor

Other Matters

9.2

II

R. O. No. 283 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC.

Inance.

City Clerk

10/10



10/10

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association
200 South Sixth Street, EP-MN-L22F
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC
1628 North 12th Street
Sheboygan, WI 53081,

City of Sheboygan
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404
Foreclosure of Mortgage
CIRCUIT COURT BRANCH 4
REBECCA PERSICK
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0050

RECEIVED
CIRCUIT COURT
SHEBOYGAN, WI
MAY 13 2016

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the Plaintiff above-named has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.


Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Kristine K. Nogosek, Plaintiff's attorney, at Stein & Moore, 332 Minnesota Street, Suite W-1650, St. Paul, MN 55101. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your

right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you now own or in the future, and may also be enforced by garnishment or seizure of property. (Notwithstanding the foregoing, the State of Wisconsin, if a defendant herein, has 45 days to respond; if the United States is a defendant, it has 60 days.)

STEIN & MOORE, P.A.

Date: Feb. 2, 2016

By: 
Kristine K. Négesek, I.D. #1076967
Attorneys for Plaintiff
332 Minnesota Street
Suite W-1650
St. Paul, MN 55101
(651) 224-9683

Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association
200 South Sixth Street, EP-MN-L22F
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC
1628 North 12th Street
Sheboygan, WI 53081,

City of Sheboygan
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404
Foreclosure of Mortgage

COMPLAINT

Case No. 16CV0050

FILED
2016-11-19 12:16
CIRCUIT COURT

Plaintiff, for its cause of action against the Defendants above-named, alleges and shows to the Court as follows:

1. Plaintiff is a national banking association under the laws of the United States and is successor by merger to U.S. Bank National Association, N.D. whose address is stated above.
2. This action pertains to real estate legally described in Exhibit A attached hereto (the "Property").
3. The Property is owned of record by Lake Michigan Rentals, LLC.
4. On March 18, 2005, Lake Michigan Rentals, LLC duly executed and delivered to Plaintiff a debt instrument promising to pay to Plaintiff the amount of \$45,000.00, a true and correct copy of which is attached hereto as Exhibit B. The debt instrument dated March 18, 2005 was modified in writing by the parties on March 24, 2010 and December 11, 2013, true and correct copies of which are attached hereto as Exhibit C.

5. To secure payment of the debt, Susan K. Phillips, a Member of Lake Michigan Rentals, LLC executed and delivered to Plaintiff on March 18, 2005, a mortgage under which it mortgaged the Property. A true and correct copy of the mortgage is attached hereto as Exhibit D. The mortgage was recorded as is shown on the recording stamp thereon.

6. Lake Michigan Rentals, LLC has failed to comply with the terms and conditions of the note and mortgage by failing to pay the note in full on March 18, 2015, the date of maturity.

7. The amount due is shown on Exhibit E, and will increase by additional charges authorized in the loan documents, including daily interest of \$5.05991. The note and mortgage by their terms provide that Plaintiff is entitled to be paid its costs and reasonable attorney's fees.

8. No proceedings have been had at law or otherwise for the recovery of the sum secured by the mortgage.

9. The Property consists of a one to four family dwelling. The Property is 20 acres or less and cannot be sold in part or parcel without material injury to the rights of Plaintiff.

10. Pursuant to §846.101 or §846.103, Wis. Stats., and an election contained in the mortgage, Plaintiff hereby elects to waive judgment for any deficiency which may remain after the sale of the Property, and agrees that Lake Michigan Rentals, LLC may remain in possession of the Property and be entitled to the rents, issues and profits to the date of confirmation of sale by the Court unless it abandons the Property.


11. The other Defendant has or may claim to have an interest in the Property, as set forth more fully in the liens identified in Exhibit F attached hereto, but that said interests are subject and subordinate to Plaintiff's mortgage.

WHEREFORE, Plaintiff demands judgment as follows:

1. Determining the amount owed to Plaintiff, inclusive of costs and attorneys' fees, and directing the sale of the Property if no redemption is made within time provided by law;
2. Providing that Plaintiff may advance additional amounts hereafter with respect to the Property as allowed by the subject mortgage and by law, which shall thereafter be added to the amount due;
3. That Defendants and any others in possession of the Property be enjoined from committing waste thereon or doing anything which may impair the value of the Property;
4. That Defendants and all persons claiming under them be barred and foreclosed of all right, claim and interest in the Property except the right to redeem; and
5. For such other and further order, judgment or relief as is provided by law in such case, and as may be just and equitable.

STEIN & MOORE, P.A.

Date: Feb. 2, 2014

By: 
Kristine K. Negosek, I.D. #1076967
Attorneys for Plaintiff
332 Minnesota Street
Suite W-1650
St. Paul, MN 55101
(651) 224-9683

Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

SCHEDULE A - COMMITMENT FOR TITLE INSURANCE

File #:807105



Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:1/5/16 10:21 am
Last Revised on:1/5/16 10:21 am
Printed on:1/5/16 10:28 am

Prepared for: Pam Stevens (pstevens@steinmoore.com)
Stein & Moore, P.A.
First National Bank Building
332 Minnesota Street
St. Paul, MN 55101

Effective date: December 22, 2015 at 8:00 am



1. Policy (or Policies) to be issued:

- (a) ALTA Owner's Policy (6/17/2008) Proposed Insured: Policy Amount:
 Plaintiff named or to be named in the foreclosure action called for in Schedule B-Section I \$15,000.00
- (b) ALTA Loan Policy (6/17/2008) Proposed Insured: Policy Amount not to exceed:
 NONE \$0.00

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:

Lake Michigan Rentals, LLC, a Wisconsin limited liability company

3. The land referred to in the Commitment is described as follows:

The North 45 feet of Lot 42, except that part taken for North 12th Street, in Blockis Subdivision Lots A & B Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 1628 N. 12th St., Sheboygan, WI 53081

Tax Key Number: 59281707850

ALTA TITLE COMMITMENT (6/17/2008) underwritten by Old Republic National Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.



For Bank Use Only	Reviewed by _____
Due <u>MARCH 18, 2010</u>	
Customer # <u> </u>	Loan # <u>18</u>

INSTALLMENT OR SINGLE PAYMENT NOTE

\$ 45,000.00 MARCH 18, 2005

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. BANK N.A. (the "Bank"), the principal sum of FORTY-FIVE THOUSAND AND NO/100.

Dollars (\$ 45,000.00) (the "Loan Amount").

1. Terms for Advance(s). [Choose One:]

Single Advance.

Multiple Advances. Prior to n/a or the earlier termination hereof, the Borrower may obtain advances from the Bank under this Installment or Single Payment Note (the "Note") in an aggregate amount not exceeding the Loan Amount. Although this Note is expressed as payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance at the rates and on the dates specified therein and such other charges provided for herein.

2. Interest.

The unpaid principal balance will bear interest at an annual rate of 7.750%.

3. Payment Schedule.

Principal and interest are payable in 59 installments of \$372.63 each, beginning APRIL 18, 2005, and on the same date of each CONSECUTIVE month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2010, the maturity date.

4. Closing Fee. If checked here, the Borrower will pay the Bank a one-time closing fee of \$ n/a contemporaneously with execution of this Note. This fee is in addition to all other fees, expenses and other amounts due hereunder.

5. Late Payment Fee. Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of 5.00 % of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

6. Calculation of Interest. Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

7. Default Interest Rate. Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

8. Maximum Rate. In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

9. **Additional Terms.** This Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

10. **Financial Information.** The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may reasonably request; and (iii) without request, provide the Bank with annual financial statements prepared by an accounting firm acceptable to the Bank within 120 days of the end of each fiscal year.

11. **Credit Balances; Setoff.** As additional security for the payment of the obligations described in this Note or any document securing or related to the loan evidenced by this Note (collectively the "Loan Documents") and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived.

12. **Advances and Paying Procedure.** The Bank is authorized and directed to credit any of the Borrower's accounts with the Bank (or to the account the Borrower designates in writing) for all loans made hereunder, and the Bank is authorized to debit such account or any other account of the Borrower with the Bank for the amount of any principal, interest or expenses due under the Note or other amount due hereunder on the due date with respect thereto. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects. If, upon any request by the Borrower to the Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by the Borrower, the Bank may, without liability, transmit the payment via wire based solely upon the identification number.

13. **Defaults.** Notwithstanding any cure periods described below, the Borrower shall immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

- (a) **Nonpayment.** The Borrower shall fail to pay (i) any interest due on this Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of this Note when due.
- (b) **Nonperformance.** The Borrower or any guarantor of the Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (c), (d), (e), (f) or (g) of this paragraph 13) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.
- (c) **Misrepresentation.** Any financial information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by the Bank in the exercise of its judgment) as of the time when given.
- (d) **Default on Other Obligations.** The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any indebtedness in excess of \$10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) **Judgments.** Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unvacated, unbonded or unstayed for a period of 30 days following the date of entry thereof.
- (f) **Inability to Perform; Bankruptcy/Insolvency.** (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.
- (g) **Adverse Change; Insecurity.** (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

14. **Termination of Loans; Additional Bank Rights.** Upon the occurrence of any of the events identified in paragraph 13, the Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower

and the Bank) (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

15. **Acceleration of Obligations.** Upon the occurrence of any of the events identified in paragraph 13(a) through 13(e) and 13(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under paragraph 13(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in paragraph 13 or 14 or this paragraph shall limit the Bank's right to Setoff as provided in this Note.

16. **Collateral.** This Note is secured by any and all security interests, pledges, mortgages/deeds of trust (except any mortgage/deed of trust expressly limited by its terms to a specific obligation of Borrower to Bank) or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Borrower to the Bank (unless prohibited by law), including, without limitation, as described in the following documents: MORTGAGE / DEED OF TRUST DATED 03/18/2005

17. **Guaranties.** This Note is guaranteed by each and every guaranty now or hereafter in existence guarantying the indebtedness of the Borrower to the Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to the Bank) including, without limitation, the following:

SUSAN K PHILLIPS

18. **Additional Bank Rights.** Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

19. **Warranties.** The Borrower makes the following warranties: (A) This Note and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms. (B) The execution, delivery and performance of this Note and all other Loan Documents to which the Borrower is a party (i) are within the borrower's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound. (C) If the Borrower is not an individual, the Borrower is validly existing and in good standing under the laws of its state of organization, has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties.

20. **Waivers; Relationship to Other Documents.** All Borrowers, endorsers, sureties and guarantors waive presentment, protest, demand, and notice of dishonor. No delay on the part of the Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The warranties, covenants and other obligations of the Borrower (and rights and remedies of the Bank) in this Note and all related documents are intended to be cumulative and to supplement each other.

21. **Expenses and Attorneys' Fees.** Upon demand, the Borrower will immediately reimburse the Bank and any participant in the Obligations ("Participant") for all attorneys' fees and all other costs, fees and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Note or any of the other Loan Documents, including attorneys' fees and all other costs and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding and (c) related to any waivers or amendments with respect thereto (examples of costs and fees include but are not limited to fees and costs for: filing, perfecting or confirming the priority of the Bank's lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral or the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection before and after judgment, and the costs of preservation and/or liquidation of any collateral.

22. **Applicable Law and Jurisdiction; Interpretation; Joint Liability; Severability.** This Note and all other Loan Documents shall be governed by and interpreted in accordance with the internal laws of the State of WISCONSIN, except to the extent superseded by Federal law. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions. This Note, the other Loan Documents and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon the Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of the Borrowers shall be joint and several, and the reference to "Borrower" shall be deemed to refer to all Borrowers. Invalidity of any provision of this Note shall not affect the validity of any other provision.

23. **Successors.** The rights, options, powers and remedies granted in this Note and the other Loan Documents shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank, including without limitation any purchaser of any or all of the rights and obligations of the Bank under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Note or any other Loan Documents without the prior written consent of the Bank.

24. **Disclosure.** The Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information the Bank may have concerning the Borrower to any purchaser or potential purchaser. From time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and this loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to the Bank.

25. **Copies; Entire Agreement; Modification.** The Borrower hereby acknowledges the receipt of a copy of this Note and all other Loan Documents. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

28. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

27. **Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Installment or Single Payment Note, are hereby expressly incorporated by reference.

(Individual Borrower)

LAKE MICHIGAN RENTALS, LLC
Borrower Name (Organization)

Borrower Name N/A

a WISCONSIN limited liability company

By Susan E. Phillips

Name and Title SUSAN E. PHILLIPS, MEMBER

Borrower Name N/A

By _____

Name and Title _____

Borrower Address: 1702 E MARION STREET, SHOREWOOD, WI 53211

Borrower Telephone No.: 414-962-8675



For Bank Use Only	Reviewed by _____
Due <u>MARCH 18, 2015</u>	
Customer # <u> </u>	Loan # <u>18</u>

AMENDMENT TO NOTE

This amendment (the "Amendment"), dated as of the date specified below, is by and between the borrower (the "Borrower") and the bank (the "Bank") identified below.

RECITALS

A. The Borrower has executed a Note (the "Note"), payable to the Bank dated MARCH 18, 2005, and as amended and replaced from time to time, and the Borrower (and if applicable, certain third parties) have executed the collateral documents which may or may not be identified in the Note and certain other related documents (collectively the "Loan Documents"), setting forth the terms and conditions upon which the Borrower may obtain loans from the Bank from time to time in the stated amount of \$ 45,000.00, as may be amended from time to time.

- B. The Borrower has requested that the Bank permit certain modifications to the Note as described below.
- C. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

AGREEMENT

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Borrower and the Bank agree as follows:

Change in Payment Schedule. If checked here, effective upon the date of this Amendment, any payment terms are amended as follows:
 Principal and interest are payable in installments of \$344.72 each, beginning APRIL 18, 2010, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2015, the maturity date.

Change in Interest Rate. If checked here, effective upon the date of this Amendment, interest payable under the Note is amended as follows:
 The unpaid principal balance will bear interest at an annual rate of 7.000%.

Change in Prepayment Terms. If checked here, this Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

Change in Late Payment Fee. If checked here, subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of _____% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

Change in Closing Fee. If checked here and subject to applicable law, the Borrower will pay the Bank a closing fee of \$ _____ (apart from any prior closing fee) contemporaneously with the execution of this Amendment. This fee is in addition to all other fees, expenses and other amounts due hereunder.

Change in Maturity Date. If checked here, any references in the Note to the maturity date or date of final payment are hereby deleted and replaced with "MARCH 18, 2015".

Change in Maximum Loan Amount. If checked here, all references in the Note (whether or not numerically) to the maximum loan amount are hereby deleted and replaced with "\$ _____", which evidences an additional \$ _____ available to be advanced subject to the terms and conditions of the Note.

Temporary Increase in Loan Amount. If checked here, notwithstanding the principal amount of the Note, the principal amount that may be borrowed thereunder shall increase from \$ _____ to \$ _____ effective _____ through _____ annually. On _____ through _____ annually, the principal amount that may be borrowed thereunder shall revert to \$ _____ and any loans outstanding in excess of that amount will be immediately due and payable without further demand by the Bank.

Change in Multiple Advance Termination Date. If checked here, all references in the Note to the termination date for multiple advances are hereby deleted and replaced with " _____".

Change in Paid-In-Full Period. If checked here, all revolving loans under the Note must be paid in full for a period of at least _____ consecutive days during each fiscal year. Any previous Paid-In-Full provision is hereby replaced with this provision.

Default Interest Rate. Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

Effectiveness of Prior Documents. Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guarantees guaranteeing the Note remain in full force and effect. This is an amendment, not a novation.

Preconditions to Effectiveness. This Amendment shall only become effective upon execution by the Borrower and the Bank, and approval by any other third party required by the Bank.

No Waiver of Defaults; Warranties. This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

Authorization. The Borrower represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the authority of the Borrower and have been duly authorized by all necessary action.

Transferable Record. The note, as amended, is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the note, as amended, may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the note, as amended, that is an authoritative copy as defined in such law. The holder of the note, as amended, may store the authoritative copy of such note, as amended, in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated herein by reference.

Dated as of: MARCH 24, 2010

(Individual Borrower)

Leke Michigan Rentals, LLC
Borrower Name (Organization)

Borrower Name N/A

a Wisconsin Limited Liability company

By: [Signature]

Name and Title: Susan K Phillips
Member

Borrower Name N/A

By: _____

Name and Title: _____

Agreed to:

U.S. BANK N.A. (Bank)

By: [Signature]

Name and Title: Robert D Staffas
Branch Manager

RIDER FOR PAYMENT DEFAULT WAIVER

This Rider is made part of the Amendment to Note (the "Amendment") dated 03-24-10 between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank"). Capitalized terms not otherwise defined herein have the meanings set forth in the Amendment.

Borrower is in default under the Note as a result of failing to pay in full the payment(s) due 03-18-10 as required under the Note.

Borrower has requested the Bank, and the Bank hereby agrees, to waive the described payment default(s) on the terms and subject to the conditions set forth below:

Late Payment Charges. On the date hereof, Borrower shall pay to the Bank late payment charges totaling \$0.00. All other outstanding late payment charges, if any, related to the described payment default(s) are hereby waived.

Outstanding Interest. On the date hereof, Borrower shall pay to the Bank all interest accrued and outstanding as of the date hereof.

Principal. On the date hereof, Borrower shall pay to the Bank a principal payment in the amount of \$0.00.

From and after the date hereof, Borrower shall pay all other payments required under the Note as and when due in accordance with the terms of the Note.

The Bank's waiver of the described payment default(s) is limited specifically to the default(s) referred to herein and shall not be construed to be a waiver of any other existing or subsequent default of any kind under the Note or other Loan Documents and shall not be construed as a waiver of the Bank's right in the future to enforce the payment terms or any other terms or conditions of the Note or other Loan Documents.

In consideration of the Bank's agreement to waive the described payment default(s), the Borrower, for and on behalf of itself and its/his/her respective successors, representatives, heirs and assigns, does hereby release, acquit and forever discharge the Bank, its parent, affiliates, agents, employees and their respective successors, representatives, heirs and assigns, from any and all manner of action or cause of action, suits, claims and counterclaims, demands, and other liabilities of any kind whatsoever, known or unknown, foreseen or unforeseen, fixed or contingent and whether based in tort, contract or other theory of recovery, that Borrower may have or claim to have now or which may hereafter arise out of or connected with any act or omission of the Bank related to the Note or any other Loan Document occurring prior to the date hereof.

BORROWER(S) (If Individual):

Name: N/A

Name: N/A

BORROWER (If Entity):

Lake Michigan Rentals, LLC
a/an Wisconsin Limited Liability Company

By: 
Name & Title: Susan K Phillips, Member

By: _____
Name & Title: N/A

BANK:
U.S. BANK NATIONAL ASSOCIATION

By: 
Name & Title: Robert D Stoffes, Branch Manager



For Bank Use Only
Due: March 18, 2015
Obligor #: 6479149131
Obligation #: 18

AMENDMENT TO NOTE

This amendment (the "Amendment") is made between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank") and shall be effective as of the date set forth on the last page of the Amendment, except as otherwise provided below.

RECITALS

- A. Borrower (or predecessor) executed a note originally dated or amended or restated as of March 18, 2005, payable to Bank (or predecessor) (as further amended and/or restated, the "Note"). The Note and all collateral and/or other documents, which may or may not be identified in the Note, which supplement, secure or otherwise relate to the credit facility evidenced by the Note are collectively referred to as the "Loan Documents". The Loan Documents set forth the terms and conditions upon which Borrower has obtained or may obtain a loan or loans from Bank in the principal amount of \$45,000.00, as such amount may have been or may from time to time be increased or decreased.
- B. Borrower has requested that Bank permit certain modifications to the Note as described below.
- C. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Borrower and Bank agree as follows:

ADDITIONS, DELETIONS OR CHANGES IN TERMS

The following provisions are hereby added to the Note or, if so indicated below, specified provisions of the Note are modified, in part, or deleted or performance thereof is waived to the extent provided below. If any provision or partial provision added below already exists in the Note, such provision is restated in its entirety.

Interest Rate. The interest rate under the Note (including any provisions of the Note relating to periodic adjustments to the applicable rate, maximum rate adjustments, floor rates, ceiling rates and rate conversions) shall be amended as follows:

The unpaid principal balance will bear interest at an annual rate of 6%.

Payment Schedule. The payment schedule for the Note shall be amended as follows:

Principal and interest are payable in installments of \$327.13 each, beginning December 18, 2013, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on March 18, 2015, the maturity date.

Prepayment Terms.

The Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with the Note including, to the extent permitted by law, payment of \$250.00 for the early termination of the Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the Note.

Borrower hereby acknowledges that Borrower shall be required to pay the above prepayment indemnity with respect to all amounts of the principal balance paid before their respective due dates, whether voluntarily, involuntarily, or otherwise, including without limitation those payments made following default, demand for payment, acceleration, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, eminent domain, condemnation or otherwise.

Default Interest Rate. Notwithstanding any provision of the Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), Bank may, at its option and subject to applicable law, (a) increase the interest rate on the Note to a rate of 5% per annum plus the interest rate otherwise payable under the Note and (b) until Bank elects to accelerate payment of the Note according to the default section, increase the required periodic payments under the Note accordingly. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on the Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable under the Note.

MISCELLANEOUS TERMS

Effectiveness of Prior Documents. Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as



security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation.

Preconditions to Effectiveness. The Amendment shall only become effective upon execution by Borrower and Bank, and approval by any other third party required by Bank.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

Authorization. Borrower represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced herein are within the authority of Borrower and have been duly authorized by all necessary action.

Copies; Transferable Record. Borrower hereby acknowledges the receipt of a copy of the Amendment, the Note and all other Loan Documents. The Note and all of the Loan Documents, including the Amendment, are each a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Bank may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the Note and any or all of the Loan Documents that is an authoritative copy as defined in such law. Bank may store the authoritative copy of such Note and any or all of the Loan Documents in its electronic form and then destroy the paper original as part of Bank's normal business practices. Bank, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated herein by reference.

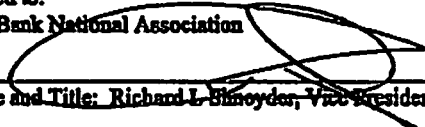
Dated as of December 11, 2013.

BORROWER:

LAKE MICHIGAN RENTALS, LLC
a/an Wisconsin Limited Liability Company

By: 
Name and Title: Susan K Phillips, Member

BANK:

Agreed to:
U.S. Bank National Association
By: 
Name and Title: Richard L. Smoyder, Vice President





MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS
 (INCLUDING FUTURE FILING UNDER UNIFORM COMMERCIAL CODE)
WISCONSIN REAL ESTATE

1761030

SHEBOYGAN COUNTY, WI
 RECORDED ON

03/29/2005 11:26AM

DARLENE J. NAVIS
 REGISTER OF DEEDS

RECORDING FEE: 21.00
 TRANSFER FEE:

STAFF ID 8
 TRANS # 59301

OF. PAGES: 6

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:

This is a purchase money mortgage. This is a construction mortgage.

ARTICLE I. MORTGAGE/SECURITY INTEREST

1.1 **Grant of Mortgage/Security Interest.** For consideration received, the Mortgagor hereby mortgages, conveys, grants and collateral assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 **"Mortgaged Property"** means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

THE NORTH 45 FEET OF LOT 42 IN BLOCKI'S SUBDIVISION, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART TAKEN FOR NORTH 12TH STREET.

PROPERTY LOCATED AT: 1628 N 12TH ST, SHEBOYGAN, WI 53081, SHEBOYGAN COUNTY

Recording Area

Name and Return Address
 U.S. BANK N.A.
 COLLATERAL DEPARTMENT
 P.O. BOX 3487
 OSHKOSH WI 54903-3487

59281-707850

Parcel Identifier No.

1.3 **"Obligations"** means all loans by the Bank to LAKE MICHIGAN RENTALS, LLC

, including those loans evidenced by a note or notes dated 03/18/05 in the initial principal amount(s) of \$ 45,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 Homestead. The Premises ~~are not~~ ^(are) ~~(are not)~~ the homestead of the Mortgagor.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 Warranty of Title/Possession. The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Mortgagor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 Transfer and Liens. The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 Escrow. After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments, and Charges. To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 Insurance. The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter

defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

2.10 Right of Inspection. The Bank may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshaling of assets by the Bank.

2.12 Assignment of Rents and Leases. The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). After default, all Rents received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank may be applied in any manner as the Bank determines to payments required under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Bank.

2.13 Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage. The Mortgaged Property includes goods which are or are to become fixtures.

2.14 Compliance with Leases. The Mortgagor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Mortgagor will not accept any prepayment of rent for more than one month in advance, without the prior written consent of the Bank.

ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

3.1 Bank Authorized to Perform for Mortgagor. If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will

immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

4.1 Cumulative Remedies; Waiver. In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

a. Receiver. Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

b. Agreement to State Foreclosure Statutes. The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.

c. Power of Sale. In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

d. Waiver by the Bank. The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

5.1 Term of Mortgage. The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

5.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.

5.3 Subrogation. The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

5.4 Choice of Law. Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.5 Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

5.6 Entire Agreement. This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

5.7 Joint Liability; Successors and Assigns. If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

5.8 Indemnification. Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the

Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by facsimile, (e) received through the internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

(Check applicable box(es))

- Construction Loan Rider
- Condominium Rider
- Second Mortgage Rider
- Other(s) (Specify) _____

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS as of MARCH 18, 2005

(Individual Mortgagor)

Mortgagor Name N/A

(Individual Mortgagor)

Mortgagor Name N/A

LAKE MICHIGAN RENTALS, LLC

Mortgagor Name (Organization)

a WISCONSIN limited liability company

By Susan K Phillips

Name and Title SUSAN K PHILLIPS, MEMBER

By _____

Name and Title _____

(Mortgagor Address)

1702 E MARION STREET

SHOREWOOD, WI 53211

(Bank Address)

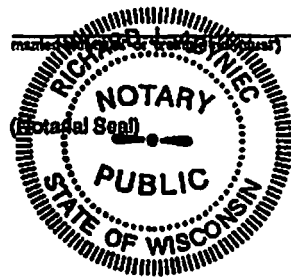
U.S. BANK N.A.

400 CITY CENTER

OSHKOSH, WI 54901

STATE OF Wisconsin }
COUNTY OF Waukesha } ss.

This instrument was acknowledged before me on March 18, 2005, by SUSAN K PHILLIPS,
(Date) (Name(s) of person(s))
as MEMBER,
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a")
of LAKE MICHIGAN RENTALS, LLC
(Name of entity on whose behalf the document was executed; use N/A if individual)



Richard J. Adyniec
Printed Name: Richard J. Adyniec
Notary Public, State of: Wisconsin
My commission expires: July 20, 2008

This instrument was drafted by RICHARD J ADYNIEC on behalf of U.S. BANK N.A.
(name) (bank name)



Reinstatement amount Good through: Loan matured on 3/18/2015	Payments from:	0.00
	Late Charges	0.00
	Annual Fees	0.00
	NSF Fees	0.00
	BPO	0.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
	Total	0.00

Payoff Figures

Payoff as of February 1, 2016	Principal	30,359.47
	Interest	2,383.21
	Late Charges	0.00
	NSF Fees	0.00
	Reconveyance Fee	0.00
	BPO	95.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
	Total	32,837.68

Mortgage from Lake Michigan Rentals, LLC to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$2,891.20 dated November 9, 2010 and recorded November 30, 2010 as Document No. 1914908 .



Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

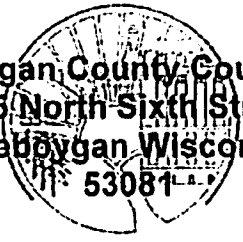
A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin



53081

**Sheboygan County
Foreclosure Mediation Program
Request for Mediation**
Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20__CV_____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? Yes No
2. Does the property consist of four or fewer dwelling units? Yes No

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

Duly served this 15 day of Feb. 20 16
at 11:50 AM P.M. UPON J.D.
as personal or substituted service
at 828 Center Ave, Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by Kurt H Title Deputy
Sheboygan County Sheriff's Department

II

3.2

R. O. No. 185 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Kathleen A. Bender et al.

City Clerk

Innocent

DEC 14 '16 PM 12:15

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.
4801 Frederica Street
Owensboro, KY 42301

AMENDED SUMMONS

Case No. 16-CV-0392

Plaintiff,

vs.

The Honorable
Angela Sutkiewicz

Kathleen A. Bender a/k/a Kathleen Bender
321 Jonesville St
Litchfield, MI 49252-9142

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Defendant,

The City of Sheboygan Dept. of City Development
828 Center Ave
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firststar
Bank WI as S/WI to Firststar Bank Sheboygan NA
f/k/a First Wisconsin National Bank of Sheboygan
1450 S 12th St
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN COUNTY
WISCONSIN
2016 DEC - 1 P 12:00
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The amended complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.


If you do not provide a proper answer within 20 days (60 days if you are the United States of

12-13-16
1/3/18

America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of November, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
070235F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.
4801 Frederica Street
Owensboro, KY 42301

AMENDED COMPLAINT

Case No. 16-CV-0392

Plaintiff,

The Honorable
Angela Sutkiewicz

vs.

Case Code 30404
(Foreclosure of Mortgage)

Kathleen A. Bender a/k/a Kathleen Bender
321 Jonesville St
Litchfield, MI 49252-9142

The amount claimed exceeds \$10,000.00

Defendant,

The City of Sheboygan Dept. of City Development
828 Center Ave
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firststar
Bank WI as S/I/I to Firststar Bank Sheboygan NA
f/k/a First Wisconsin National Bank of Sheboygan
1450 S 12th St
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN COUNTY
CLERK CIRCUIT COURT
FILED
2016 DEC - 6 A IC: 16

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Kathleen A. Bender a/k/a Kathleen Bender.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$54,428.27 together with interest from the 1st day of September, 2015.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied by the defendants and is abandoned; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The plaintiff hereby elects to proceed under section 846.102 with a five week period of redemption, waiving its right to seek a deficiency judgment against any and all defendants.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That The City of Sheboygan Dept. of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$5,600.00, dated August 14, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on September 3, 1986 as Document No. 1137587 and a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$700.00, dated September 25, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on October 2, 1986 as Document No. 1139473, but upon information and belief, said mortgages were paid in full and should be satisfied of record through accord and satisfaction.

9. That U S Bank N.A. as successor in interest to Firststar Bank WI as S/I/I to Firststar Bank Sheboygan NA f/k/a First Wisconsin National Bank of Sheboygan has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender to First Wisconsin National Bank of Wisconsin in the amount of \$23,700.00, dated July 27, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on August 1, 1990 as Document No. 1206008, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.102 of the Wisconsin Statutes, with plaintiff expressly waiving its right to

obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.


4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 30th day of November, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Borrower(s) KATHLEEN A BENDER 1423 BROADWAY AVE SHEBOYGAN WI 53081-5710	Lender U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 53081	Loan Number [REDACTED] Date <u>03/10/2005</u> Maturity Date <u>3/01/2035</u> Loan Amount \$ <u>\$62,400.00</u> Renewal Of _____
--	---	--

"I" means each Borrower above, jointly and severally. "You" means the Lender, its successors and assigns.

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: \$62,400.00
Dollars \$ \$62,400.00

plus interest from 3/10/2005 at the rate of 6.040 % per year until maturity

- Additional Finance Charge** - I also agree to pay a nonrefundable fee of \$ _____ and it will be paid in cash.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
- Variable Rate** - The (annual) interest rate above may change so as to be _____

Timing and Frequency of Interest Rate Changes - The rate can first change on _____
and can change as often as _____ after that.

Lifetime Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.

Payment Changes - A change in the interest rate will cause a change in: The amount of each scheduled payment. The amount due at maturity.

Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

- Terms** - If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. You obtained this report from, and I may obtain a free copy of it by contacting: _____

Payments - I will pay this note as follows:

- (a) Interest payments will be due _____
Principal payments will be due _____
- (b) This note has 360 payments. The first payment will be in the amount of \$ 396.19 and will be due 4/01/2005. A payment of \$ 396.19 will be due on the 1st day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 3/01/2035

The Purpose Of This Loan Is Refinance

- Late Charge** - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to \$29.00
- Early Closure Fee** - If I prepay this loan in whole, I will pay you an early closure fee equal to 1% of the original loan amount with a minimum of \$100 and a maximum of \$350 if closed within the first three years
- Returned Payment Charge** - I agree to pay a fee of \$ \$25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, N.A.)

- Separate Security** - This loan is secured by separate Mortgage, dated 3/10/2005
- Security Agreement** - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.

1423 BROADWAY AVE
SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

EXHIBIT A

Loan number

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
6.0380 %	\$ 75,854.94	\$ 62,400.00	\$ 142,628.40

My Payment Schedule will be:

Number of Payments: 360	Amount of Payments: 396.19	When Payments Are Due: monthly beginning 4/01/2005

Variable Rate

This note contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

The annual percentage rate may increase during the term of this transaction if _____

A rate increase will take the form of _____
If the rate increases by _____ % in _____ the _____
_____ will increase to _____. The interest rate may not increase more
often than _____, and may not increase more than _____ % each _____.
The interest rate will not go above _____ %.

Security - I am giving a security interest in

the Goods or Property being purchased.

my deposit accounts and other rights to the payment of money from U.S. Bank, NA.

Collateral securing other loans with you may also secure this loan.

(description of other property)
1423 BROADWAY AVE
SHENOYGAN, WI 53081

Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than _____ days after it is due equal to \$29.00

Prepayment - If I pay off this note early, I may will not have to pay a penalty.

Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Filing Fees \$ _____ Non Filing Insurance \$ _____

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the schedule date, and prepayment refunds and penalties.

Credit Insurance - Credit life, credit accident and sickness (disability) are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). My (Our) signature(s) below means I (we) want the coverages signed for, and only those coverages.

CREDIT LIFE:

Single. Premium: \$ 3,224.92 Term 94
Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER *Kathleen Bender* Date 3/16/05

Joint. Premium: \$ _____ Term _____
Date of Birth _____ 1st Insured: _____ X _____ Date _____

Date of Birth _____ 2nd Insured: _____ X _____ Date _____

CREDIT DISABILITY:

Single. Premium: \$ 1,148.52 Term 94
Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER *Kathleen Bender* Date 3/16/05

See the section titled "Monthly Outstanding Balance Insurance Premiums" below for this transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

NONE: I/We do not desire credit insurance of any kind on this account. (All borrowers/debtors sign below)

X _____ Date _____ X _____ Date _____

Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

Single Interest Insurance - Single Interest Insurance (sometimes referred to as VSI) is required. I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ _____ for _____ of coverage.

(page 2 of 5)

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - You are a National bank located in North Dakota. The interest rate, fees and related charges that you can charge for this loan are pursuant to the law of the state of North Dakota, regardless of where this loan is made or where I live. As for other issues, the law of my state of residence and the law of the state where any property is located will apply.

The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or section that begins with a " " that is not checked does not apply to this loan.

PAYMENTS - Each payment I make on this loan will be applied (to the extent of the payments) as follows to: (1) monthly outstanding balance insurance premiums (for loans secured by real estate or a personal property residence, if I elect to buy such insurance); (2) accrued interest; (3) principal (as explained below); (4) charges other than interest or principal, if any; and (5) principal. The portion applied to principal in step (3) above will be the difference between the scheduled payment amount and the sum of any monthly outstanding balance insurance premium and the accrued interest.

No late charge will be assessed on any payment when the only delinquency is due to a late charge assessed on earlier payments. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. If a payment is not sufficient to pay the accrued interest, as of a scheduled payment date, the accrued and unpaid interest will be added to principal, and itself earn interest.

Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

THE SECTIONS IN THIS BOX WILL APPLY IF THE AMOUNT FINANCED IS MORE THAN \$25,000

DEFAULT - I will be in default on this loan and any agreement securing this loan if:

- 1. I fail to make a payment in full when due; or
2. Your prospect of payment, performance, or ability to realize upon any collateral is significantly impaired.

If any of us is in default on this note or any security agreement, you may exercise your remedies against any or all of us.

DEFAULT CHARGES - If I default, I agree to pay the costs you incur to collect this note and to realize on any collateral, including your reasonable attorney's fees.

REMEDIES - Subject to the RIGHT TO CURE section above (if applicable), if I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

- 1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
2. You may realize on any property securing this transaction.
3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A. -

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-24.)

Grant: I grant to you a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) I currently have or hereafter create with U.S. Bank, N.A. (your affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where my only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt I may owe you, now or hereafter.

Usage: You have the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from my accounts, and to comply with your instructions directing disposition of funds in my accounts, including, so apply such funds toward payment of the secured debts. While you have the right to do this at any time, and without notice, it is your present intention to exercise these rights only in the event of my default on this or any other secured obligation, and to provide notice to me.

U.S. Bank, N.A. agrees to comply with your instructions for disposition of funds in my accounts without first obtaining my consent (other than the consent contained and expressed in this agreement).

I understand that U.S. Bank, N.A. is your affiliate.

Setoff: I also acknowledge that U.S. Bank, N.A. has a right of setoff in the event I owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

MONTHLY OUTSTANDING BALANCE INSURANCE PREMIUMS - This section applies to any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

The insurance premiums for credit life and credit disability insurance are calculated on the monthly outstanding balance method. This means that each month you multiply the loan principal balance by the monthly premium rate (which is a rate per \$100 of debt per month).

Each of the premiums quoted above for credit life and credit disability are the total of all the monthly premiums for the respective insurance, based on the assumed monthly principal balances. These assumed monthly principal balances assume that the interest rate will remain the same throughout the term of the transaction (which is not likely if this is a variable rate transaction), and that I will make all my payments in full and on time.

If the interest rate increases, and my periodic payment does not increase each month (as is normally how you schedule payments for variable rate transactions) then the amount I will pay for insurance I have bought from you will be more. Likewise, if the interest rate declines, or if I prepay, the amount for insurance will decline, as will the amount and length of coverage. In either case, this effect on premium is because the actual monthly principal balances will not be as assumed.

If I buy insurance from you for credit life or credit disability, the premiums are included in my periodic payments, and in the TOTAL OF PAYMENTS section. If I cancel the insurance before the scheduled maturity date, my periodic payment

THE SECTIONS IN THIS BOX WILL APPLY IF THIS IS A LOAN TO ONE OR MORE INDIVIDUALS FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND THE AMOUNT FINANCED IS \$25,000.00 OR LESS.

DEFAULT - I will be in default on this agreement if either (a) or (b) occurs:

(a)

- (1) if the interval between scheduled payments is 2 months or less.
(A) I have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due date; or
(B) I fail to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date;
(2) if the interval between scheduled payments is more than 2 months, I have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; or
(3) if the transaction is scheduled to be repaid in a single payment, I have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date.

For purposes of this paragraph (a) the amount outstanding shall not include any delinquency or deferral charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due;

(b) I fail to observe any other covenant of the transaction, breach of which materially impairs the condition, value or protection of or the your right in any collateral securing the transaction, or materially impairs my ability to pay amounts due under the transaction.

DEFAULT CHARGES - If I default, I agree to pay the statutory costs as specifically authorized by Wis. Stat. § 422.413 which you incur in the disposition of any collateral and any other such charges you incur as authorized by Wis. Stat. Chaps. 421 to 427.

I also agree to pay your reasonable attorney's fees

(a) in the event I voluntarily or involuntarily seek relief under the United States Bankruptcy Code; and/or

(b) under the conditions for attorney's fees as provided in Wis. Stat. § 422.411.

RIGHT TO CURE - Your right to exercise your remedies, as provided below, is subject to my limited right to cure a default and to receive notice of such right. You will provide the notice when required, which will explain my rights. I understand I may have the right to redeem collateral under some conditions.

amounts will remain as originally scheduled. This means that more of my payment will be available for the principal than otherwise would be true, and the number of payments, or the amount of my final payment, will be less than it otherwise would be. (See the paragraph titled PAYMENTS above.)

OBLIGATIONS INDEPENDENT - This paragraph applies if there are multiple parties (for example, a maker and a guarantor or co-maker) who are obligated to pay this loan. We understand that the obligation of each of us to pay this loan is independent of the obligation of the others to pay this loan. You may, without notice, release or give up any right you may have, extend new credit, renew or change this obligation, as to any of us, without affecting the obligation of any others (until this loan is paid in full).

You may fail to perfect your security interest in, impair, or release any security and I (we) will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NAME AND LOCATION - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days' notice prior to changing my name or principal residence.

SKIP PAYMENTS - From time to time, you may offer me the chance to skip a payment on this loan. If I choose to accept this offer, I agree to pay a fee up to \$50.00, and the term of this loan will be extended one month.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications).

It also secures any other debt I have with you now or later. Property described in this security agreement will not, however, secure other such debts if:

- (1) the Property is my principal dwelling;
- (2) this security interest is in household goods and the other debt is a consumer loan; or,

(3) this Property is described in Wis. St. § 422.417(3).

This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan of which the proceeds, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

If the Property is a motor vehicle, I represent that it is not a vehicle seized pursuant to any federal, state or local forfeiture law.

INSURANCE - I agree to buy the insurance coverages required on page 2 covering the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. If there is an insured loss, you may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in the appropriate state. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

COLLATERAL PROTECTION INSURANCE - Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. I agree that the cost of such insurance will be due immediately.

FILING - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the RIGHT TO CURE paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

ASSUMPTIONS - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

AUTOMATIC WITHDRAWAL:

I DO DO NOT want Automatic Withdrawal.

By signing below I authorize you to automatically withdraw my regular payment from my transaction account listed below on each payment date.

Account number for automatic payment:

[Handwritten Signature] x _____

ACH CANCELLATION FEE: I agree that if I arrange for automatic payments on this loan, either on this form or otherwise, and if my automatic payments are stopped for any reason not your fault, I agree to pay you an ACH cancellation fee of \$ 50.00. I understand that automatic payments stop, and must be re-contracted for, if, for example, I close my account (without arranging for automatic payment from another account), there is insufficient funds in the account, or I stop payment on an automatic payment.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 of this agreement. I have received a copy of this document on today's date.

Co-signers - see notice above before signing.

In this notice, "you" refers to the borrowers.

NOTICE TO BORROWER:

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REDUCTION OF THE FINANCE CHARGE.

Signature *[Handwritten Signature]* Date 3/10/05

Signature _____ Date _____

Signature _____ Date _____

Loan number: _____

AUTHENTICATION BY U.S. BANK, N.A.:

U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication. U.S. BANK N.A.

FOR WISCONSIN RESIDENTS ONLY

Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

Management and Control. If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

X _____
Non-signing Spouse. The undersigned is married to the borrower signing this note and waives any notice of this extension of credit.

X _____

1762063

SHEBOYGAN COUNTY, WI
RECORDED ON

04/08/2005 02:32PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:

STAFF ID 9
TRANS # 59906

OF PAGES: 7

Return Address:
First American Equity Loan Services, Inc.
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

FACT Order # [REDACTED]
ALS #: [REDACTED]
Parcel Number: 59281-402590

MORTGAGE
(With Future Advance Clause)

Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin

Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 03/10/2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: KATHLEEN A BENDER - *unmarried*

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SHEBOYGAN at 1423 BROADWAY AVE
(County) (Address) SHEBOYGAN Wisconsin 53081
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

EXHIBIT B

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 62,400.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable. Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument. Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as "Property"): all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases"); and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided with this Assignment, and all future Leases and any other information with respect to future Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due date, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

15. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
16. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
17. **DEFAULT CHARGES AND ATTORNEYS' FEES.** Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by Wis. Stat. Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in Wis. Stat. Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.
18. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
19. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
20. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
21. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

22. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
24. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
25. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
26. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
27. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
28. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
30. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.

31.. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
- Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Additional Terms.

FOR WISCONSIN RESIDENTS ONLY:

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriage or family.

..... [Seal] [Seal]
 (Signature) *KATHLEEN A BENDER* (Date) (Signature) (Date)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED A PARTIAL REFUND OF THE FINANCE CHARGE.

..... [Seal] [Seal]
 (Signature) *KATHLEEN A BENDER* (Date) *3/10/05* (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: *Wisconsin* STATE OF COUNTY OF *Shelby*) ss.
 This instrument was acknowledged before me this *10th* day of *March*, 2005
 by *KATHLEEN A BENDER*

My commission expires: *3-9-08*
 (Seal) *AMANDA FUHRMAN* (Notary Public)

This instrument was drafted by *Diane Della* of *First American Equity Loan Services, Inc.* (name).
 1228 Euclid Avenue, 4th Floor
 Cleveland, OH 44115

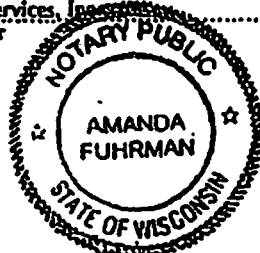


EXHIBIT B

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, WITH A STREET LOCATION ADDRESS OF 1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710 CURRENTLY OWNED BY KATHLEEN A BENDER HAVING A TAX IDENTIFICATION NUMBER OF 59281-402590 AND FURTHER DESCRIBED AS ASSESSMENT SUBD NO 18 LOT 2 BLK 11.


1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710


EXHIBIT B

III

4.7

R. O. No. 12- 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Emily Soto et al.

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, NA
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Emily Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

John Doe Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

City of Sheboygan, Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

American Family Mutual Insurance Company
c/o James Eldridge, Registered Agent
6000 American Pkwy
Madison, WI 53783-0001

Edward Morgan
1534 Knoll Crest Dr
Sheboygan, WI 53081-7544

Halle Investments LLC
c/o Basil J Buchko Jr, Registered Agent
W5073 County Road O
Plymouth, WI 53073-3600

Defendants.

SUMMONS

Case No. 16CV0187

Case Code 30-104
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH 4
REBECCA PEPSICK
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

RECEIVED
CIRCUIT COURT
SHEBOYGAN, WI

16 APR -7 AM 1:46

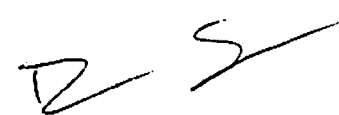
CLERK OF CIRCUIT COURT

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action

4-18-16
4:32 P



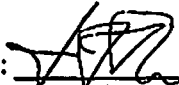
against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Wells Fargo Bank, NA
3476 Stateview Boulevard
Fort Mill, SC 29715

COMPLAINT

Plaintiff,
vs.

Case No. 16CV0187

Emily Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

John Doe Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

City of Sheboygan, Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

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c/o James Eldridge, Registered Agent
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1534 Knoll Crest Dr
Sheboygan, WI 53081-7544

Halle Investments LLC
c/o Basil J Buchko Jr, Registered Agent
W5073 County Road O
Plymouth, WI 53073-3600

Defendants.

CLEMA...
16 APR -7 AM 11:48
SHEBOYGAN COUNTY
WI 53081

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by

reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Emily Soto.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$48,000.57 together with interest from the 1st day of October, 2015.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Soto has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Emily Soto.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.


4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 5th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Wisconsin

NOTE

FHA Case No. [REDACTED]

DECEMBER 13, 2012

[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ *****50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2013. Any principal and interest remaining on the first day of JANUARY 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ *****241.36. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge of penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Wisconsin Fixed Rate Note - 10/93

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

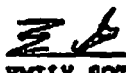
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	 EMILY SOTO	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower



WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT



MORTGAGE

DOCUMENT NUMBER:



NAME & RETURN ADDRESS:

FINAL DOCS [REDACTED]
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200
[REDACTED]

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier 10: 9
PAGES: 9

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104

("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100
Dollars (U.S. \$ *****50,555.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance



FHA Wisconsin Mortgage - 4/96



VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 8 Initials: ES



EXHIBIT B



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |



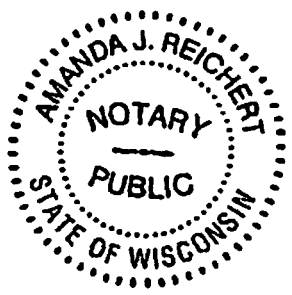
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<u>ES</u>	_____ (Seal)
	EMILY SOTO	-Borrower
_____		_____ (Seal)
		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:
 The foregoing instrument was acknowledged before me this **DECEMBER 13, 2012**
 (date)
 by **EMILY SOTO**

My Commission Expires: **8-7-16**
 (Seal)



(person acknowledging) *[Signature]*
 Notary Public, State of Wisconsin **Amanda J. Reichert**

This instrument was prepared by
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER



EXHIBIT B

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

SCHEDULE B

Commitment Number: [REDACTED]

- j. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes.
- l. Rental Unit Energy Efficiency Standards Certificate of Compliance.
Recorded: October 9, 2000
Volume: 1763 Page 497
Document No: 1580872
- m. A Mortgage from Emily Soto, a single person to Wells Fargo Bank, N.A. in the original amount of \$50,555.00.
Dated: December 13, 2012 Recorded: December 18, 2012
Document No: 1959002
- n. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$19,300.00.
Dated: January 15, 2002 Recorded: March 22, 2002
Volume: 1971 Page: 849
Document No: 1631877

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012
Document No: 1959092

- o. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$1,442.25.
Dated: November 19, 2002 Recorded: December 17, 2002
Document No: 1663503

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012
Document No: 1959094

LIEN REPORT



First American Title Insurance Company

SCHEDULE B

Commitment Number: [REDACTED]

- p. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$3,543.00.
Dated: November 5, 2004 Recorded: November 5, 2004
Document No: 1749659

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012
Document No: 1959093

- q. Judgment Case: 14TR2438
Docketed: November 11, 2014
Debtor: Emily Aries Soto
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: \$213.10
- r. Judgment Case: 14TR2439
Docketed: November 11, 2014
Debtor: Emily Aries Soto
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: \$200.50
- s. Judgment Case: 15CV417
Docketed: October 13, 2015
Debtor: Emily A. Soto
Creditor: American Family Mutual Insurance Company, 6000 American Parkway, Madison, WI AND Edward Morgan, 1534 Knoll Crest Drive, Sheboygan, WI
Amount: \$8,726.57
Attorney: John M. Heuer
- t. Judgment Case: 15SC1704
Docketed: December 11, 2015
Debtor: Emily Soto AND Quincy Soun
Creditor: Halle Investments LLC, PO Box 298, Plymouth, WI
Amount: \$4,106.14
Attorney: Basil J. Buchko Jr.

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

LIEN REPORT



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 6 page(s)

II

4.5

R. O. No. 10 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint in the matter of Ditech Financial LLC f/k/a Green Tree Servicing LLC v Homero Garza et al.

City Clerk

Finance

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Ditech Financial LLC f/k/a Green Tree Servicing
LLC
300 Landmark Towers
St. Paul, MN 55102

Plaintiff,

vs.

Homero Garza
1418 Edris Dr
San Antonio, TX 78224-2629

Jane Doe Garza
1418 Edris Dr
San Antonio, TX 78224-2629

City of Sheboygan, Department of City
Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case No. 18CV0200

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

CLERK OF CIRCUIT COURT
SHEBOYGAN, WI

16 APR 13 AM 10:39

CLERK OF CIRCUIT COURT
SHEBOYGAN, WI

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant

4-18-16
4:32P
DS

judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 12th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
069121F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Ditech Financial LLC f/k/a Green Tree Servicing
LLC
300 Landmark Towers
St. Paul, MN 55102

Plaintiff,

vs.

Homero Garza
1418 Edris Dr
San Antonio, TX 78224-2629

Jane Doe Garza
1418 Edris Dr
San Antonio, TX 78224-2629

City of Sheboygan, Department of City
Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

COMPLAINT

Case No. 16CV0200

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CLERK OF COURT
16 APR 13 AM 9:39
SHEBOYGAN COUNTY, WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Homero Garza.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$38,440.61 together with interest from the 1st day of August, 2015.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot

be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That Jane Doe Garza has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Homero Garza.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and


preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 12th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

DECEMBER 03, 2004
(Date)

SHEBOYGAN
(City)

WISCONSIN
(State)

1318B N 14TH ST, SHEBOYGAN, WI 53081-3248
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 47,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

FEBRUARY 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before principal. If, on JANUARY 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 286.79

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of this charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

WISCONSIN FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the right of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Homeno Garza (Seal)
HOMENO GARZA -Borrower

____ (Seal)
____ -Borrower

PAY TO THE ORDER OF _____ (Seal)

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS INC
BY David A. Spador (Seal)
David A. Spador Managing Director [Sign Original Only]

_____-Borrower

1752735
SHEBOYGAN COUNTY, WI
RECORDED ON

MORTGAGE

12/13/2004 11:28AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 31.00
TRANSFER FEE:

STAFF ID 6
TRANS # 53983

OF PAGES: 11

DOCUMENT NUMBER

NAME & RETURN ADDRESS
COUNTRYWIDE HOME LOANS, INC.
MC 917 70 BOSTON, MASSACHUSETTS



[Space Above This Line For Recording Date]

[Redacted] (Section/Closing #)

[Redacted] (Doc ID #)

MIN [Redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 03, 2004, together with all Riders to this document.

(B) "Borrower" is
HOMERO GARZA, A MARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is

4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 03, 2004. The Note states that Borrower owes Lender FORTY SEVEN THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$ 47,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

WISCONSIN Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Initials: *HE*

VMP MORTGAGE FORMS



EXHIBIT B

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 35 FEET OF THE WEST 40 FEET OF THE SOUTH 50 FEET OF LOT 2, BLOCK 50, ORIGINAL PLAT ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. THIS IS A PURCHASE MONEY MORTGAGE. THIS IS HOMESTEAD PROPERTY.

which currently has the address of
1318B N 14TH ST, SHEBOYGAN
[Street/City]
Wisconsin 53081-3248 ("Property Address"):
[Zip Code]

[REDACTED]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any

or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

[REDACTED]

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[REDACTED]

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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[REDACTED]

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammables or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ Homero Garea (Seal)
 HOMERO GAREA -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

STATE OF WISCONSIN, *Subarga*
The foregoing instrument was acknowledged before me this

DOC ID #: [REDACTED]
County ss:

7th *December* *2009*

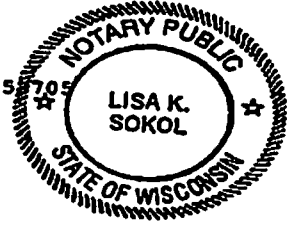
by *Homeru Garma*

My Commission Expires: *6 30 09*

[Signature]

Notary Public, State of Wisconsin

This instrument was prepared by
NATHAN G. HANING
COUNTRYWIDE HOME LOANS, INC.
601 N WHITNEY WAY SUITE 150, MADISON, WI 53705



[REDACTED]

IntEalit [REDACTED]

EXHIBIT B

SCHEDULE B

Commitment Number: [REDACTED]

- j. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes.
- l. A Mortgage from Homero Garza, a married man to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Countrywide Home Loans, Inc. in the original amount of \$47,200.00.
Dated: December 3, 2004 Recorded: December 13, 2004
Document No: 1752735

The foregoing mortgage has been assigned to Green Tree Servicing LLC, by mesne assignments.
Recorded: June 17, 2013
Document No: 1970427

- m. A Mortgage from Homero & Febe Garza to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of \$9,950.00.
Dated: March 13, 2007 Recorded: March 19, 2007
Document No: 1822040

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

LIEN REPORT



First American Title Insurance Company

III

4.4

R. O. No. 339 - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jason P. Hietala et al.

*Inance of
new Council*

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

CIRCUIT COURT BRANCH #8
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0178

Vs.

Case Code No. 30404

JASON P. HIETALA
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

Process Server Patrick J. Lamb
Date 4/11/16 Time 11:30 A.M. - P.M.
Served Upon Janet Hillman
828 Center Ave., Suite 104, Sheboygan
 Personal Substitute
 Posted Corporate

JULIE PARKER-HIETALA F/K/A JULIE
PARKER
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT
OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY
COURT CLERK

16 APR -1 P4:36

CLERK OF CIRCUIT COURT

Defendants

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an

Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

**Melody Lorge
Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081**

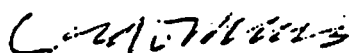
And to plaintiff's attorneys, whose address is:

**Cord J. Harris
Johnson, Blumberg & Associates, LLC.
230 W. Monroe Street, Suite 1125
Chicago, IL 60606**

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 31, 2016



**Cord J. Harris
State Bar No. 1096301
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 16 0222**

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

COMPLAINT

Case No. 16CV0178

Vs.

Case Code No. 30404

JASON P. HIETALA
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

JULIE PARKER-HIETALA F/K/A JULIE
PARKER
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT
OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY
CLERK OF COURT

16 APR -1 4:36

FILED

Defendants

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris of Johnson, Blumberg & Associates, LLC., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker are adults who executed a mortgage that is the subject of this foreclosure action against the property located at 914 Kentucky Avenue, Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendants.
3. That the mortgaged real estate is presently owned by Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker.
4. On or about August 28, 2003, for value received Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker executed and delivered to USB Home Lending, a Division of Universal Savings Bank, FA, a note in writing dated that date and thereby promised to pay the

principal balance of SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$72,500.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.

5. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendants duly executed a mortgage to Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA, which mortgage was dated on August 28, 2003 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on September 4, 2003 as Document Number 1705961.
6. Subsequently, Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA assigned said mortgage to Wells Fargo Bank, N.A. and a true copy of said assignment is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendants failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for November 1, 2015 to the present, and there is now due and owing to Plaintiff the principal sum of \$67,513.10, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendants in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
9. The property consists of a one to four unit family residence commonly known as 914 Kentucky Avenue, Sheboygan, WI 53081. Upon information and belief, the premises is owner occupied and has not been abandoned by the mortgagor defendants. The legal description of the property is stated on the recorded mortgage and is as follows:

THE EAST ONE-HALF (1/2) OF LOT TEN (10) IN BLOCK TWO HUNDRED SIXTY (260) IN ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF

TAX KEY NO: 59281300850
10. That the mortgagor defendants expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six

(6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against any of the defendants and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for \$10,000.00 dated August 10, 2005 and recorded on August 11, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1773596 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
12. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for \$15,262.00 dated August 10, 2005 and recorded on August 19, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1774438 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
13. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period. In the event the subject property is determined to be not owner-

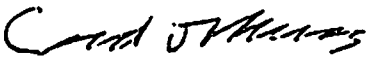
occupied pursuant to section 846.103 of the Wisconsin Statutes, Plaintiff demands a three (3) month redemption period.

2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2016

Respectfully submitted,

Wells Fargo Bank, N.A.

By: 
Cord J. Harris State Bar No. 1096301
Johnson, Blumberg & Associates, LLC.
Attorney for Plaintiff

Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 16 0222

Mailing Address:
230 W. Monroe St., Suite 1125
Chicago, IL 60606

LOAN NO.: REDACT

NOTE
(WISCONSIN FIXED RATE)

MIN: REDACTED

AUGUST 28, 2003
(Date)

SHEBOYGAN
(City)

WI
(State)

914 KENTUCKY AVE
SHEBOYGAN, WI 53081
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **72,500.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **USB HOME LENDING, A DIVISION OF**

UNIVERSAL SAVINGS BANK, FA

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.875 %**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1ST** day of each month beginning on **OCTOBER 1, 2003**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **SEPTEMBER 1, 2033**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
754 N. 4TH STREET, MILWAUKEE, WI 53203
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **476.27**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jason P. Hietala (Seal)
JASON P HIETALA
Borrower

Julie Parker (Seal)
JULIE PARKER
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

[Sign Original Only]

~~PAY TO THE ORDER OF
WITHOUT RECOURSE
USB HOME LENDING, A DIVISION OF
UNIVERSAL SAVINGS BANK F.A.
ALEX J. HOFFMANN, PRESIDENT
OR KAYE M. STAHR, AVP~~

PAY TO THE ORDER OF
WELLS FARGO HOME MORTGAGE, INC.
WITHOUT RECOURSE
USB HOME LENDING, A DIVISION OF
UNIVERSAL SAVINGS BANK F.A.
ALEX J. HOFFMANN, PRESIDENT
OR KAYE M. STAHR, AVP
ADE

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

Amy Sharp
Amy Sharp
Vice President, Loan Documentation

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SHERBOGAN COUNTY, WI
RECORDED ON

MORTGAGE

09/04/2003 09:48AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 35.00
TRANSFER FEE:

STAFF ID 11
TRANS # 28851

OF PAGES: 13

After Recording Return To:
USB HOME LENDING
754 N. 4TH STREET, #400
MILWAUKEE, WI 53203

Parcel Identification Number (PIN) # 50281300850

LOAN NO.: WH20697

(Space Above This Line For Recording Date)

MIN REDACTED

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **AUGUST 28, 2003** together with all Riders to this document.

(B) "Borrower" is **JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **USB HOME LENDING, A DIVISION OF**

Lender is a **UNIVERSAL SAVINGS BANK, FA** organized and existing under the laws of **THE STATE OF UNITED STATES**
Lender's address is **754 N 4TH STREET #444**
MILWAUKEE, WI 53203

(E) "Note" means the promissory note signed by Borrower and dated **AUGUST 28, 2003**
The Note states that Borrower owes Lender **SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100**
Dollars (U.S. \$ **72,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 1, 2033**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input type="checkbox"/> Other(s) (specify) | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 1/3 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

**THIS IS A FIRST MORTGAGE.
THIS IS HOMESTEAD PROPERTY.
THIS IS A PURCHASE MONEY MORTGAGE.**

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which currently has the address of 914 KENTUCKY AVE
[Street]
SHEBOYGAN, Wisconsin 53081 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment (insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to

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provides receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to

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Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall

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pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this

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Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under

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the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms,

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as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to rescind after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Jason P Hietala 8/28/03
JASON P HIETALA (Seal) -Borrower

Julie Parker 8/28/03
JULIE PARKER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Space Below This Line For Acknowledgment)

STATE OF WISCONSIN, COUNTY OF

Sheboygan

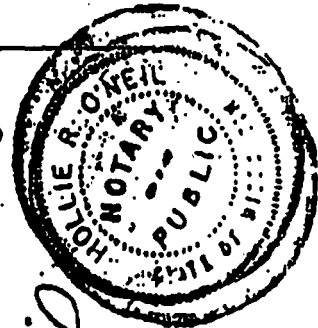
The foregoing instrument was acknowledged before me this

DAY OF, 20

(date)

by

JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS



My commission expires:

9-12-04

(Person acknowledging)

Hollie R. O'Neil

Notary Public, State of Wisconsin

This instrument was prepared by
JODI LESSNER

Send All Notices to Assignee

RECORDING REQUESTED BY:
WELLS FARGO BANK, N.A.
1701 WELLS FARGO WAY
MAC X9999-018
MINNEAPOLIS MN 55467-8000

WHEN RECORDED MAIL TO:
WELLS FARGO BANK, N.A.
DEFAULT ASSIGNMENT
MAC: X9999-018
PO BOX 1629
MINNEAPOLIS, MN 55440-9790

1946714
SHEBOYGAN COUNTY, WI
RECORDED ON
06/14/2012 1:43 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Parcel Identifier No: 59281300850

ASSIGNMENT OF MORTGAGE

REDACTED

MERS ID: REDACTED
MERS Telephone: REDACTED

For Value Received, the undersigned holder of a Mortgage, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS, (herein "Assignor") whose address is BOX 2026 FLINT MI 48501 1901 E VOORHEES ST STE C, DANVILLE, IL 61834, does hereby grant, sell, assign, transfer, and convey, unto WELLS FARGO BANK, NA (herein "Assignee"), whose address is 1 HOME CAMPUS, DES MOINES, IA 50328, a certain Mortgage dated 08/28/2003, made and executed by JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS, to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS, upon the following described property. Such Mortgage having been given to secure payment of \$72500.00 which Mortgage was recorded on 09/04/2003 in Book, Volume or Liber No., at Page, as Document No. 1705961 of the Records of Sheboygan County, State of WI, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Legal Description: THE EAST 1/2 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED FLAT THEREOF.

Located at: 914 KENTUCKY AVE, SHEBOYGAN, WI 53081

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 06/14/2012.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS

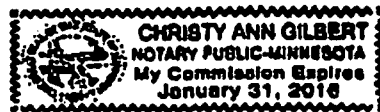
NICHOLAS J. WOLF, Assistant Secretary

STATE OF MN
COUNTY OF Dakota } s.s.

On 06/14/2012, before me CHRISTY ANN GILBERT, Notary Public, personally appeared NICHOLAS J. WOLF, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

CHRISTY ANN GILBERT
Commission #: 31041849
Expires: 01/31/2016



Prepared By: KATHRYN LING

eRecorded
Exhibit C

Sheboygan County Courthouse
615 West Sixth Street
Sheboygan, Wisconsin
53081

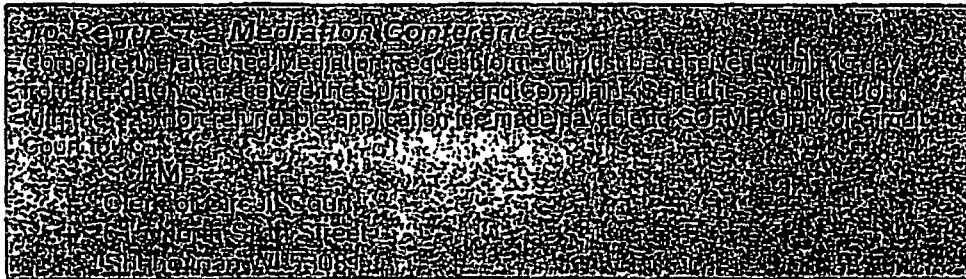


Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.



A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

**Sheboygan County
Foreclosure Mediation Program
Request for Mediation**
Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20__CV_____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? ___ Yes ___ No
2. Does the property consist of four or fewer dwelling units? ___ Yes ___ No

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

II

3.3

R. O. No. 199-16-17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY
DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severely, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severally, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SBN: 1013862

P.O. ADDRESS:

735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

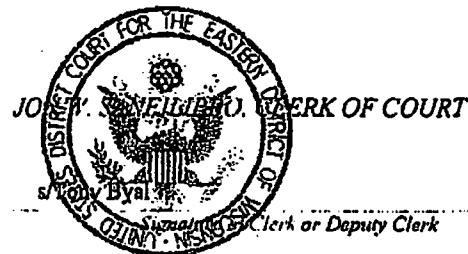
To: (Defendant's name and address) City of Sheboygan 828 Center Avenue Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott 735 N. Water Street, Suite 1212 Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)
Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(f))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*,

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

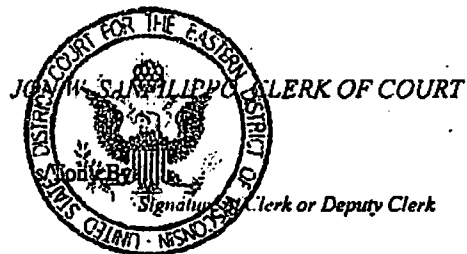
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 01/10/2017



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*
Kurt Klessig, et al.

were received by me on *(date)*

- I personally served the summons and the attached complaint on the individual at *(place)*:
.....
..... on *(date)* ; or
- I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*
....., a person of suitable age and discretion who resides there,
on *(date)*, and mailed a copy to the individual's last known address; or
- I served the summons and the attached complaint on *(name of individual)*
.....
who is designated by law to accept service of process on behalf of *(name of organization)*
..... on *(date)* ; or
- I returned the summons unexecuted because ; or
- Other *(specify):*

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

.....
Server's signature

.....
Printed name and title

.....
Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Brandon Kehoe
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

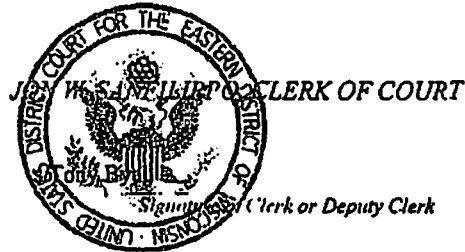
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 01/10/2017



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AD 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

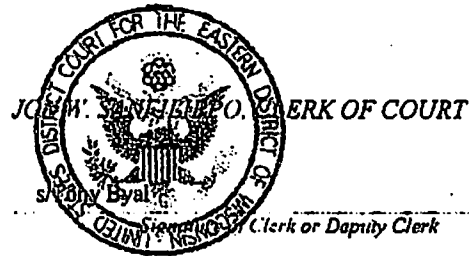
To: (Defendant's name and address) City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)* _____

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

II

3.4

R. O. No. 93 - 16 - 17. By CITY CLERK. August 15, 2016.

Submitting a Summons and Complaint in the matter of Douglas L. Leppanen and Network Health v City of Sheboygan et al.

Finance

City Clerk

COPY

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Douglas L. Leppanen
2638 N. 20th St.
Sheboygan, WI 53083

Plaintiff,

Case No. 16CV0414

Personal Injury – Other: 30107

Amount claimed is greater than \$10,000

Network Health
1570 Midway Place
Menasha, WI 54952

Involuntary Plaintiff,

CIRCUIT COURT BRANCH 5
DANIEL J. BOROWSKI
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

v.

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Zenith Tech, Inc.
N6 W23633 Bluemound Rd.
Waukesha, WI 53188

ABC Corporation

John Doe

Defendants.

CLERK CIRCUIT COURT
FILED
2016 AUG -3 P 1:29
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

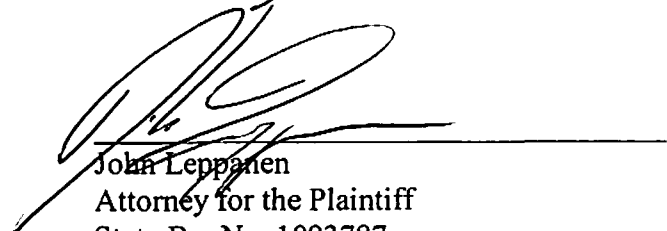
To the Defendants:

You are hereby notified that the above named Plaintiff has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 N. 6th St., Sheboygan, WI 53081, and to Plaintiff's attorney, John Leppanen 633 W. Wisconsin Ave., Ste. 1410., Milwaukee, WI 53203.

If you do not provide a proper answer within the 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: *August 2, 2016*



John Leppanen
Attorney for the Plaintiff
State Bar No. 1093787
633 W. Wisconsin Ave., Ste. 1410
Milwaukee, WI 53203
(414) 273-1040, ext. 15
leppanenlaw@gmail.com

Douglas L. Leppanen
2638 N. 20th St.
Sheboygan, WI 53083

18CV0414

Case No. _____
Personal Injury – Other: 30107
Amount claimed is greater than \$10,000

Network Health
1570 Midway Place
Menasha, WI 54952

Plaintiffs,

v.

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Zenith Tech, Inc.
N6 W23633 Bluemound Rd.
Waukesha, WI 53188

ABC Corporation

John Doe

Defendants.

CLERK CIRCUIT COURT
FILED
2018 AUG - 3 P 1:30
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiff Douglas L. Leppanen alleges:

PARTIES

1. Plaintiff Douglas L. Leppanen is an individual residing at 2638 N. 20th St., Sheboygan, WI 53083.
2. Plaintiff Network Health is the health insurance provider for Plaintiff Douglas Leppanen and is named in this action as an involuntary plaintiff.

3. Defendant City of Sheboygan is the agent of a municipality, headquartered at 828 Center Ave., Sheboygan, WI 53081.
4. Defendant Zenith Tech, Inc. is a construction company located at N6 W23633 Bluemound Rd., Waukesha, WI 53188.
5. Plaintiff reserves the right to amend the present complaint to include any individuals, companies, municipalities, or municipal agencies as additional Defendants – presently identified as ABC Corporation and John Doe.

JURISDICTION AND VENUE

6. The State of Wisconsin has subject matter jurisdiction over the stated cause of action because the Plaintiff alleges that the events that give rise to the claim occurred in Wisconsin
7. The State of Wisconsin has personal jurisdiction over the Defendant City of Sheboygan because it is a municipality located in the County of Sheboygan, State of Wisconsin.
8. The State of Wisconsin has personal jurisdiction over Defendant Zenith Tech, Inc. because it was a Wisconsin corporation performing work in Sheboygan County, Wisconsin at the time of the events that give rise to this action.
9. Sheboygan County Circuit court is a proper venue for this action because the events that gave rise to this action occurred entirely within the County of Sheboygan, where Plaintiff resides and Defendant City of Sheboygan is located, and where Defendant Zenith Tech, Inc. was performing work at the time.
10. Plaintiff has already filed a timely municipal claim against the City of Sheboygan, which was dismissed.

ALLEGATIONS OF FACT

11. On July 17, 2015, Plaintiff was riding his bicycle along a designated municipal bicycle path in Sheboygan, WI.
12. Plaintiff was not under the influence of any drugs or alcohol at any point during July 17, 2015 or during any day immediately prior.
13. At approximately 8 p.m., Plaintiff was riding westbound in the vicinity of the 14th Street Bridge.

14. As Plaintiff approached the bridge, under which the municipal bicycle path runs, he observed no warnings, barriers, or other indication(s) that he should change course, which were the responsibility of Defendant City of Sheboygan to provide.
15. As Plaintiff rode under the 14th Street Bridge, he became entangled in apparent construction netting that was hanging from the bridge above as a result of the negligence of Defendant Zenith Tech, Inc.
16. Entangled in the netting, Plaintiff lost control of his bicycle and crashed into a jagged chain link fence next to the municipal bicycle path.
17. As a result of the crash, Plaintiff suffered a severe laceration on his left forearm.
18. As a result of the laceration, Plaintiff required hospitalization and extensive medical care, and has been left with a scar where the laceration occurred.
19. Following the accident, Plaintiff reported the nature of his injuries and the condition of the bicycle path, including the absence of any warnings or barriers, to the Sheboygan Police Department (“the Police”).
20. Following Plaintiff’s report to the Police, Officer M. Wynveen reported to the site of the crash, confirmed that there were no warnings or barriers present, and blocked the path with police tape. Officer Wynveen then indicated that the Sheboygan Department of Public Works should be notified of the situation.
21. Officer Wynveen further reported that, at the time of the incident, there were warnings and barriers present at the opposite point of entry to the location in question.
22. Several days later, visible warnings and barriers were in place along the westbound portion of the municipal bicycle path approaching the 14th Street Bridge underpass, presumably erected by the Sheboygan Department of Public Works.

CAUSE OF ACTION – PERSONAL INJURY LIABILITY

23. Plaintiff repeats and re-alleges paragraphs 1 through 21 as set forth above.
24. Defendant City of Sheboygan is liable for Plaintiff’s injuries.
25. Notwithstanding its status as a municipal entity, Defendant had a ministerial duty to install warnings and/or barriers in light of the known and compelling danger posed by the 14th Street Bridge.

26. Defendant Zenith Tech, Inc. is liable for Plaintiff's injuries as result of its negligent actions or lack of care, specifically in creating a hazard around and beneath the 14th Street Bridge.

27. Plaintiff was in no way negligent in sustaining the injuries in question.

DAMAGES

28. By virtue of Defendant's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffered psychological and physical trauma.

29. By virtue of Defendant City of Sheboygan's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffered monetary loss in connection with medical expenses.

30. By virtue of Defendant City of Sheboygan's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffers ongoing physical disfigurement.

31. By virtue of Defendant Zenith Tech, Inc.'s negligence, Plaintiff suffered trauma, monetary loss, and ongoing physical disfigurement.

PRAYER FOR RELIEF

Plaintiff seeks judgment awarding damages in amounts deemed just by the Court, the reasonable costs and expenses of this action including reasonable attorneys' fees, and any such other relief as may be just.

Dated: August 2, 2016

Respectfully submitted,



John Leppanen
Attorney for the Plaintiff
State Bar No. 1093787
633 W. Wisconsin Ave., Ste. 1410
Milwaukee, WI 53203
(414) 273-1040, ext. 15
leppanenlaw@gmail.com

Scanned by
[Handwritten notes and signatures]

[Handwritten signature]

II

4.5

R. O. No. 252- 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al.

Inance

City Clerk

75

III

CIRCUIT COURT BRANCH 2
KENT HOFFMANN
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association, as Trustee for the
Structured Asset Securities Corporation Mortgage
Pass-Through Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

David J Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

Shannon N. Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

City of Sheboygan Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Partners for Community Development, Inc.
c/o Lucio Fuentes, Registered Agent
1407 S 13th St
Sheboygan, WI 53081-5247

Defendants.

SUMMONS

MAR 14 '17 PM 3:57

Case No. 17CV0126

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

SHEBOYGAN COUNTY
WISCONSIN
2017 MAR -9 P 3:25
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be

3-14-17
3:00 PM
DS

sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 15th day of March, 2017.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
072506F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2005-AR1 c/o Wells Fargo Bank, N.A. 3476 Stateview Boulevard Fort Mill, SC 29715

COMPLAINT

Case No. 17CV0126

Case Code 30404 (Foreclosure of Mortgage) The amount claimed exceeds \$10,000.00

Plaintiff, vs.

David J Rosenthal 1803 N 7th St Sheboygan, WI 53081-2723

Shannon N. Rosenthal 1803 N 7th St Sheboygan, WI 53081-2723

City of Sheboygan Department of City Development 807 Center Ave Sheboygan, WI 53081-4462

Partners for Community Development, Inc. c/o Lucio Fuentes, Registered Agent 1407 S 13th St Sheboygan, WI 53081-5247

Defendants.

CLERK CIRCUIT COURT FILED 2017 MAR -9 P 3:25 SHEBOYGAN COUNTY WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.

2. The mortgaged real estate is owned of record by David J Rosenthal and Shannon N. Rosenthal.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$118,705.81 together with interest from the 1st day of July, 2016.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit

and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.


4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 5 day of March, 2017.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Loan Number: [REDACTED]

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 28, 2005
(Date)

Rolling Meadows
(City)

IL
(State)

1803 N 7TH ST., SHEBOYGAN, WI 53081

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 137,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC .

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.575 %. This interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2005 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2035 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at: 505 City Parkway West, Suite 100, Orange, CA 92668
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 989.91 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2008 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575 % or less than 7.575 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575 % or less than 7.575 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time which I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Initials: 

08/28/2005 10:12:54 AM

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition, to the protections given to the Note Holder under this Note, A Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That the Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonable determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. GOVERNING LAW PROVISION

This Note and the related Security Interest are governed by the Alternative Mortgage Transaction Parity Act of 1992, 12 USC §3802 et. seq., and, to the extent not inconsistent therewith, Federal and State law applicable to the jurisdiction of the Property.

For Wisconsin residents only: I am married unmarried legally separated. If I am married

and my spouse is not signing below, the name of my spouse is Shannon N. Rosenthal

and my spouse resides at the following address: 1803 N. 7th Street, Sheboygan, WI 53081

If I am a married Wisconsin resident, the obligations evidenced by this Note are being incurred in the interest of my marriage or family

X [Signature]

VARIABLE RATE DISCLOSURES

Variable Rate. The Note contains a variable rate provision. Index. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate Value is 3.510%.

Right to Prepay. I may prepay this Note in whole or part at any time without penalty.

Notice. Notice of any interest rate increase must be given to me at least 30 days before the increase if there is to be an increase in the amount of my periodic payment (other than the final payment) or within 15 days after any increase in the rate of interest if there is to be a change in the final payment or the number of payments.

Oral agreements, promises or commitments to lend money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend, modify, renew or waive such debt, are not enforceable. This written agreement contains all the terms the Borrower(s) and the Lender have agreed to. Any subsequent agreement between us regarding this Note or the instrument which secures this Note, must be in a signed writing to be legally enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[Signature]
BORROWER DAVID J ROSENTHAL

PAY TO THE ORDER OF
BORROWER
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC

BY: [Signature]
SAM MARZOUK, PRESIDENT

BORROWER

BY: [Signature]
BORROWER GREGORY J HANSON, C.F.O.

MORTGAGE

1772968

SHEBOYGAN COUNTY, WI
RECORDED ON

08/05/2005 01:36PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 47.00
TRANSFER FEE:

STAFF ID 6
TRANS # 66184

OF PAGES: 19

DOCUMENT NUMBER

NAME & RETURN ADDRESS

Argent Mortgage Company. LLC
P.O. Box 5047
Rolling Meadows. IL 60008



PARCEL IDENTIFIER NUMBER
59281013860



[Space Above This Line For Recording Data]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 28, 2005 together with all Riders to this document.

(B) "Borrower" is DAVID J ROSENTHAL and SHANNON N. ROSENTHAL, Husband and Wife, as survivorship marital property

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware



WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

Page 1 of 15

DR SR

VMP MORTGAGE FORMS - (800)521-7291

06/28/2005 10:19:54



EXHIBIT B

Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 28, 2005

The Note states that Borrower owes Lender one hundred thirty-seven thousand seven hundred and 00/100 Dollars (U.S. \$137,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

which currently has the address of 1803 N 7TH ST.

SHEBOYGAN
("Property Address"):

(City), Wisconsin 53081

[Street]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein, unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



DAVID J ROSENTHAL (Seal)
-Borrower



SHANNON N. ROSENTHAL (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

EXHIBIT B

STATE OF WISCONSIN, Milwaukee County ss:

The foregoing instrument was acknowledged before me this 28 day June, 2005 by
Day/Month/Year

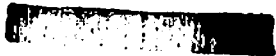
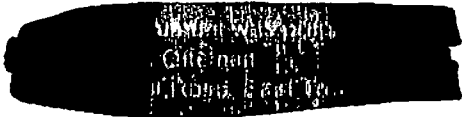
David J. Rosenthal and Shannon Rosenthal

My Commission Expires: 7-20-08



Kim Wex
Notary Public, State of Wisconsin

This instrument was prepared by:
Shannon Otterman
2550 Golf Road, East Tower, 10th Floor, Rolling Meadows, IL 60008



ADJUSTABLE RATE RIDER

(LIBOR Six-Month-Index (As Published in the Wall Street Journal)- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of June , 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Argent Mortgage Company, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1803 N 7TH ST., SHEBOYGAN, WI 53081
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.575 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2008 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

Initials 

Loan Number: 

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage points (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575% or less than 7.575%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One(1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575% or less than 7.575)%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

Loan Number: 

Initials 

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Borrower D.AVID J ROSENTHAL

(Seal)  (Seal)
Borrower SHANNON N. ROSENTHAL

(Seal)
Borrower

(Seal)
Borrower

Loan Number: 

EXHIBIT A

Lot 8, Block 1, Zimbal's Subdivision, of the City of Sheboygan,
Wisconsin, according to the recorded plat thereof.

EXHIBIT B



LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on December 10, 2009, by and between DAVID J ROSENTHAL and (the "Borrower(s)") and America's Servicing Company

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. **BALANCE.** As of December 10, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 131,936.81.
2. **EXTENSION.** This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 11-01-09 to 02/01/2010.
 - B. The maturity date has been extended from 07-35 to 07/01/2035.
 - C. The amount of interest to be capitalized will be U.S. \$2,556.27. The modified unpaid principal balance is U.S. \$140,366.89.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 140,366.89. The borrower promises to make monthly payments of principal and interest of U.S. \$ 802.26, at a fixed yearly rate of 4.875%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. **NOTE AND MORTGAGE.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

Loan Modification Agreement

Page 2 of 2

Loan Number: [REDACTED]

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. _____ (Borrower Initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from America's Servicing Company, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

[Signature] 12/16/09
Borrower/Date

12-16-2009
Borrower/Date

[Signature]
Borrower/Date

12-16-2009
Borrower/Date

[Signature] 12/18/09
America's Servicing Company (the "Lender")

[Signature]
Page 2 of 2

V-P of Loan Documentation
008

EXHIBIT C

SCHEDULE B

Commitment Number: [REDACTED]

- i. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.
- j. A Mortgage from David J. Rosenthal and Shannon N. Rosenthal, husband and wife, as survivorship marital property to Argent Mortgage Company, LLC in the original amount of \$137,700.00.
Dated: June 28, 2005 Recorded: August 5, 2005
Document No: 1772968
- k. A Mortgage from David J. and Shannon N. Rosenthal to City of Sheboygan Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of \$2,428.00.
Dated: July 18, 2006 Recorded: August 15, 2006
Document No: 1806007
- l. A Mortgage from David J. and Shannon N. Rosenthal to City of Sheboygan Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of \$16,980.00.
Dated: April 26, 2007 Recorded: May 3, 2007
Document No: 1825852
- m. An Affidavit of Interest in Property from David and Shannon Rosenthal, two married person(s) to Partners for Community Development, Inc., 1407 S. 13th Street, Sheboygan, WI in the original amount of \$20,895.00.
Dated: January 10, 2017 Recorded: January 25, 2017
Document No: 2034084

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 4 page(s)

LIEN REPORT

II

Other Matters

7.2

R. O. No. 207 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al.

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. 17CV0017
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 3
ANGELA W. SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

vs.

SUMMONS

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

11/17/17
Pat
120 pp Chad Pelishek
828 Cent-Ave #104, Sheboygan

2017 NOV 11 P 3:50
CLERK CIRCUIT COURT
SHEBOYGAN

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment

- may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act)
15 U.S.C. Section 1692 As Amended**

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

**Sheboygan County
Foreclosure Mediation Program
Request for Mediation**
Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20__ CV _____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? ___ Yes ___ No
2. Does the property consist of four or fewer dwelling units? ___ Yes ___ No

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **17CV0017**
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

CLERK CIRCUIT COURT
FILED
2017 JAN 11 PM 3:50
SHEBOYGAN COUNTY
WISCONSIN

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, JANICE M. SCHEIBL, is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).
3. Defendant, JOHN DOE SCHEIBL, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081.

4. Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, with its agent for service of process located at 828 Center Avenue, Suite 104, Sheboygan, Sheboygan 53081.

5. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Purchase Money Mortgage was recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539, as Document No. 1425464. Plaintiff is the holder of the Note and Purchase Money Mortgage.

6. The foregoing Note and Mortgage were modified by a Loan Modification Agreement by and between Plaintiff and Borrower(s), on 02/07/2013, amending the Mortgage dated 04/28/1995 and recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539, as Document No. 1425464 which, among other things, capitalized unpaid interest into the loan, decreased the interest rate to 2.875% and increased the unpaid principal balance to \$16,304.18. A copy of this Agreement is attached hereto as an Exhibit.

7. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

8. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.

9. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.

10. As of 01/27/2017, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$12,165.58
Accrued Interest	199.81
Escrow Advance	286.80
Late Charges	19.77
TOTAL	\$12,671.96

***Interest continues to accrue at the rate of 2.875% per year or \$.96 per diem after 01/27/2017. Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Purchase Money Mortgage described herein and any judgment entered in this case.**

11. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 1425 North 8th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

12. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's Purchase Money Mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant John Doe Scheibl, possible unknown spouse, by virtue of being the present spouse of Borrower Janice M. Scheibl, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.**
- (b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Janice M. Scheibl, to City of Sheboygan, Department of City Development for \$8,944.20 dated September 11, 2015 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 25, 2015 as Document No. 2009943.**

13. Pursuant to Section 846.101 Wis. Stats, and the provisions contained in the Mortgage, Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property. Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

14. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine/L. Colette - 1063934
jcolette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-QUARTERS** percentage point(s) (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.500** % or less than **7.500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **two** percentage points (**2.000** %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **15.500** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the First Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest as permitted by state law. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Janice M. Scheibl

JANICE M. SCHEIBL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

WITHOUT RECOURSE
PAY TO THE ORDER OF
Northwest Bank Wisconsin, N.A.
NORTHWEST MORTGAGE, INC.
BY *[Signature]*

Vice President

WITHOUT RECOURSE
PAY TO THE ORDER OF


WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT
0022

WITHOUT RECOURSE
PAY TO THE ORDER OF

Norwest Bank, Wisconsin, N.A.

NORWEST MORTGAGE, INC.

By 
Diana H. Stelzer
Assistant Secretary

1425464

WICM-3050-C-1

VOL 1388 PAGE 532

39
MAY -4
AM:33

RECORDED
SHEBOYGAN COUNTY, WI
Darius J. Haisel Registrar
In Vol. 1388
Rec'd on page 532 of

001EH0019	0006	JR	\$18.1
001EH0019	0006	LRB	\$2.1
001EH0019	0006	CD LRH	\$4.1

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28, 1995
JANICE M. SCHEIBL, A SINGLE PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA
address is , P.O. BOX 5137, DES MOINES, IA 503065137

, and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SIX THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$*****26,100.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE SOUTH TWENTY-FIVE (25) FEET OF THE NORTH EIGHT-FIVE (85) FEET OF THE WEST ONE HUNDRED (100) FEET OF LOTS FIVE (5) AND SIX (6), BLOCK TWENTY-NINE (29), OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.
TAX KEY #100110

*SEE ADJUSTABLE RATE RIDER
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 1425 NORTH 8TH STREET SHEBOYGAN
Wisconsin 53081 ("Property Address");
[Zip Code]

[Street, City].

WISCONSIN-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3050 9/90
Amended 6/91
VMP MORTGAGE FORMS - (3131293-9100 - (800)921-7281



5

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

24. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider Biweekly
- Payment Rider Second
- Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Janice M. Scheibl (Seal)
JANICE M. SCHEIBL -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF WISCONSIN, SHEBOYGAN

County ss:

The foregoing instrument was acknowledged before me this APRIL 28, 1995

(date)

by Janice M. Scheibl

My Commission Expires: 1-17-99

(person acknowledging)

Jane M. Osypowski
Notary Public, State of Wisconsin

This instrument was prepared by
NORWEST MORTGAGE, INC. 118 S. STATE STREET,
APPLETON, WI 549120000

(Seal)

Jane M. Osypowski

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28TH day of APRIL, 19 95, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORWEST MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1425 NORTH 8TH STREET, SHEBOYGAN, WI 53081

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MAY, 2000, and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Lender shall also not exercise this option if; (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; or (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the Loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Janice M. Scheibl _____ (Seal)
JANICE M. SCHEIBL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Loan Modification Agreement

LOAN NUMBER: [REDACTED]

PROPERTY ADDRESS: 1425 N 8TH ST, SHEBOYGAN, WI 53081

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 7, 2013 (the "Modification Effective Date"), by and between JANICE M SCHEIBL (the "Borrower(s)") and Wells Fargo Home Mortgage (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated April 28, 1995.)

1. **BALANCE.** As of February 7, 2013, the amount payable under the Note and Security Instrument is U.S. \$16,109.97 (the "Unpaid Principal Balance").
2. **EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from September 1, 2012 to March 1, 2013. The first modified contractual due date is March 1, 2013.
 - B. The maturity date has been extended from May 1, 2025 to May 1, 2025.
 - C. The amount of interest to be included (capitalized) will be U.S. \$0.00.
The amount of the Escrow Advance to be capitalized will be U.S. \$194.21.
The amount of Recoverable Expenses* to be capitalized will be U.S. \$0.00.
The modified Unpaid Principal Balance is U.S. \$16,304.18 (the "New Principal Balance").

* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
 - D. Interest at the rate of 2.875% will begin to accrue on the New Principal Balance as of February 1, 2013. The first new monthly principal and interest payment of \$131.72 on the New Principal Balance will be due on March 1, 2013. Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12).
3. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note



and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

9. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Home Mortgage. That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan. That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

10. If applicable, the note may contain provisions allowing for changes in the interest rate and the monthly payment. The note limits the amount the borrower's interest rate can change at any one time and the maximum rate the borrowers must pay.

11. **CONSENT TO DISCLOSE PERSONAL INFORMATION**

I consent to the disclosure of my personal information, including the terms of this modification, to any investor, owner, servicer, insurer or guarantor who owns, services, insures or guarantees my first lien account for purposes related to the second mortgage Consumer Relief Program. I also consent to the disclosure of my personal information to any entity that performs support services for the second mortgage Consumer Relief Program, including marketing, survey, research or other borrower outreach, data processing and technical systems consulting.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Modification Effective Date.

By signing this Agreement I hereby consent to being contacted concerning his loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo Home Mortgage, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL

-Borrower

-Borrower

-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Specktor 3/5/13

Its: **Hannah Specktor**
~~Vice President Loan Documentation~~



Correction Agreement

The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.

JS _____ (Borrower(s) initial(s))

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo Home Mortgage, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of: February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL -Borrower

-Borrower

-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Spektor 3/5/13

Its: Hannah Spektor
Vice President Loan Documentation





Affidavit of Eligibility

Mortgage Loan No.: 3084914

JANICE M SCHEIBL, hereby certifies and states:

That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Home Mortgage.

That (he/she/they) (have/has) experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification through the Loan Modification Program.

Dated as of: February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL

Borrower

Borrower

Borrower

Borrower

Wells Fargo Home Mortgage is a division of Wells Fargo Bank N.A. ©2011 Wells Fargo Bank, N.A. All rights reserved. NMLS ID 399801 8/11



II

4.1

R. O. No. 44 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.

City Clerk

Finance.

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

SHEBOYGAN COUNTY

SONLIGHT, INC.,
a Wisconsin corporation
709 N. 8th Street
Sheboygan, WI 53081,

Case Code: 30402
30405
30201

and

16CV0259

Case No. _____

SAMUEL A. WALKER and
JUDITH A. WALKER
adult individuals
2735 N. 31st Place
Sheboygan, WI 53083,

and

S & J WALKER LLC
a Wisconsin limited liability company
2735 N. 31st Place
Sheboygan, WI 53083,

Plaintiffs,

v.

CITY OF SHEBOYGAN,
a Wisconsin municipal corporation
828 Center Avenue
Suite 301
Sheboygan, WI 53081,

and

C. SPIELVOGEL & SONS EXCAVATING, INC.,
a Wisconsin corporation
1810 N. 44th Street,
Sheboygan, WI 53083,

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
16 MAY 17 13:53
CLERK CIRCUIT COURT
FILED

Process Server	<i>Paul J. [Signature]</i>
Date	<i>5/14/16</i>
Time	<i>4:35 A.M. - P.M.</i>
Served Upon	<i>Sue Richards</i>
	<i>828 Center Ave Sheboygan</i>
<input type="checkbox"/> Personal	<input type="checkbox"/> Substitute
<input type="checkbox"/> Posted	<input checked="" type="checkbox"/> Corporate

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant or Involuntary Plaintiff:

Process Control
Date: _____
Time: _____
Prepared by: _____
() Substrate
() Copolymer

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081 and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 607 North 8th Street, Suite 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 16th day of May, 2016.

ROHDE DALES LLP

By 

William P. Te Winkle
A Member of the Firm
State Bar No. 1013259
Kyle Borkenhagen
An Associate of the Firm
State Bar No. 1084544
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile(920)458-5874

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

SHEBOYGAN COUNTY

SONLIGHT, INC.,
a Wisconsin corporation
709 N. 8th Street
Sheboygan, WI 53081,

Case Code: 30402
30405
30201

and

SAMUEL A. WALKER and
JUDITH A. WALKER
adult individuals
2735 N. 31st Place
Sheboygan, WI 53083,

Case No. 16CV0259

and

S & J Walker LLC
a Wisconsin limited liability company
2735 N. 31st Place
Sheboygan, WI 53083,

Plaintiffs,

v.

CITY OF SHEBOYGAN,
a Wisconsin municipal corporation
828 Center Avenue
Suite 301
Sheboygan, WI 53081,

and

C. SPIELVOGEL & SONS EXCAVATING, INC.,
a Wisconsin corporation
1810 N. 44th Street,
Sheboygan, WI 53083,

Defendants.

COMPLAINT AND VERIFIED PETITION

Plaintiffs Sonlight, Inc., Samuel and Judy Walker, and S & J Walker LLC, by their attorneys Rohde Dales, LLP, allege as follows:

SHEBOYGAN
WISCONSIN
16 MAR 17 09:53
CLERK CIRCUIT COURT
FILED

1. Plaintiff Sonlight, Inc. ("Sonlight"), is a Wisconsin corporation with its principal place of business located at 709 N. 8th Street, Sheboygan, WI 53081.

2. Plaintiffs Samuel A. Walker and Judith A. Walker ("the Walkers") are adult residents of the City of Sheboygan, residing at 2735 N. 31st Place, Sheboygan, WI 53083.

3. Plaintiff S & J Walker LLC, is a Wisconsin limited liability company with its principal place of business located at 2735 N. 31st Place, Sheboygan, WI 53083.

4. Defendant City of Sheboygan ("the City") is a Wisconsin municipal corporation with principal offices located at 828 Center Avenue, Suite 301, Sheboygan, WI 53081.

5. Defendant C. Spielvogel & Sons Excavating, Inc. ("Spielvogel"), is a Wisconsin corporation with its principal place of business located at 1810 N. 44th Street, Sheboygan, WI 53083.

6. On or about October 12, 2015, within 120 days after the happening of the damage, Sonlight caused a notice of damage and of claim to be personally served on the City, stating in the notice the place where the damage occurred and that Sonlight claimed satisfaction of the City in the amount of \$70,794.00.

7. The claim was denied by the City on February 1, 2016.

Common Allegations

8. Upon information and belief, in or around September 2014, the City purchased the property located at 727 N. 8th Street, Sheboygan, WI 53081, which was formerly the site of a Boston Store department store and parking lot ("the Boston Store Property").

9. Upon information and belief, sometime in 2014, the City entered into a contract with Spielvogel, whereby Spielvogel promised to demolish the Boston Store Property.

10. Upon information and belief, during the first few months of 2015, Spielvogel carried out its contract with the City, demolishing the Boston Store Property.

11. Upon information and belief, after demolishing the Boston Store Property, Spielvogel filled in the areas of the Boston Store Property that were formerly occupied by the basement of the Boston Store Property with dirt.

12. Upon information and belief, after the Boston Store Property was filled in with dirt, Spielvogel planted grass and sod on the Boston Store Property.

13. Sonlight is owned by the Walkers. Sonlight operates a Christian bookstore out of a building located at 709 N. 8th Street, Sheboygan, WI 53081, that is owned by the Walkers ("the Sonlight Building"). The Sonlight Building is adjacent to a portion of the Boston Store Property.

14. Before the Boston Store Property was demolished, the entirety of the northern wall of the Sonlight Building abutted a portion of the southern wall of the Boston Store building.

15. Before the Boston Store Property was demolished, the basement of Sonlight's Building never experienced water or humidity problems.

16. On the morning of Monday, July 13, 2015, the Walkers entered the basement of the Sonlight Building and found water in two-thirds of the building's basement. The water was two inches deep at the time of discovery. Approximately ten thousand gallons of water were in the basement of the Sonlight Building.

17. Because of the large amount of water in the basement of the Sonlight Building, on July 13, 2015, the Sheboygan Fire Department assisted Sonlight by using squeegees to push the water to two drains in the basement of the Sonlight Building.

18. The water that flooded the basement flowed from the land that was formerly occupied by the Boston Store Property into and through the foundation of the north wall and basement drain of the Sonlight Building.

19. Since July 13, 2015, the basement of Sonlight's Building continues to periodically experience water seepage due to the flow of water from the City's property. Hereinafter, the initial flooding on July 13, 2015, and the continual exposure of water to Sonlight's Building are collectively referred to as "the Flooding."

**FIRST CLAIM FOR RELIEF
NEGLIGENT CREATION AND MAINTENANCE OF PRIVATE NUISANCE
AGAINST CITY AND SPIELVOGEL**

20. The Plaintiffs reallege as if fully set forth hereat, paragraphs 1 through 19.

21. Upon information and belief, the land that is directly north of the north wall of the Sonlight Building was graded for the City by Spielvogel after the demolition of the Boston Store Property.

22. The grading of the land directly north of the north wall of the Sonlight Building is a cause and continues to be a cause of the Flooding.

23. The grading was negligent because it diverts water from the City's property into the basement of the Sonlight Building, rather than, for example, into a storm sewer.

24. Sonlight uses the basement of the Sonlight Building as office space. Due to the Flooding, the Plaintiffs suffered and continue to suffer monetary damages, including, but not limited to, the total loss of computer equipment, the destruction of drywall and carpeting throughout the basement, and payments made for services to help remediate the damaged drywall and carpeting.

25. Because of the Flooding, the fair market value of the Sonlight Building has decreased.

26. On September 1, 2015, the mayor of the City, Michael Vandersteen, visited Plaintiff Sam Walker at Sonlight Books. The mayor walked on the green space north of the

Sonlight Building with Plaintiff Sam Walker, seeing how soggy the green space outside the north wall of the Sonlight Building becomes due to the grading of the land.

27. On September 1, 2015, the mayor also entered the basement of the Sonlight Building, observing how the basement has been damaged by the Flooding since the demolition of the Boston Store Property and how water seeps into the basement of the Sonlight Building.

28. The City has notice that it is maintaining a private nuisance and has refused to abate the nuisance.

**SECOND CLAIM FOR RELIEF: INVERSE CONDEMNATION:
TAKING FLOWAGE EASEMENT IN PLAINTIFFS' PROPERTY AGAINST CITY**

29. The Plaintiffs reallege as if fully set forth hereat, paragraphs 1 through 28.

30. The Flooding constitutes an actual physical occupation by the City of the Plaintiffs' property.

31. The Flooding has resulted in a taking of a flowage easement in the Plaintiffs' property.

32. The Flooding has completely destroyed some of the Plaintiffs' personal property that was kept in the Sonlight Building's basement and has damaged Plaintiffs' real property, including ruining drywall and carpeting in the Sonlight Building's basement; eroding the foundation of the Sonlight Building; and diminishing the fair market value of the Sonlight Building.

33. The City has not provided the Plaintiffs with just compensation for the taking of their property.

WHEREFORE, the Plaintiffs respectfully request that this Court commence condemnation proceedings pursuant to Chapter 32 of the Wisconsin Statutes and enter judgment in favor of the Plaintiffs and against the City and Spielvogel as follows:

A. For any and all monetary damages;

- B. On its First Claim for Relief against the City for an order requiring the abatement of the flow of water from the City's property into the basement of the Sonlight's Building;
- C. On its Second Claim for Relief against the City for Wis. Stat. § 32.28 litigation expenses, including reasonable attorneys' fees;
- D. For the costs and disbursements of this action:
- E. For such other and further relief that the Court may deem just and proper.

Dated this 16th day of May, 2016.

ROHDE DALES LLP

By 

William P. Te Winkle
A Member of the Firm
State Bar No. 1013259
Kyle Borkenhagen
An Associate of the Firm
State Bar No. 1084544
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Samuel A. Walker, being first duly sworn on oath, states that he is a Plaintiff/Petitioner named above, that he has read and subscribed the foregoing Petition, and that the allegations thereof are true to his knowledge, excepting those matters stated on information and belief, and as to them he believes them to be true.



Samuel A. Walker

Subscribed and sworn to before me
this 10th day of May, 2016



Kyle Borjesson

Notary Public, State of Wisconsin
My Commission Expires 12/31/2018

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 198-16-17 Claim from Samuel Q. Rodriguez for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on January 11, 2017 for alleged damage that occurred when a city vehicle struck claimant's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 198-16-17

II

3.2

R. O. No. 198- 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a claim from Samuel Q. Rodriguez for alleged damages to his truck while parked when a snow plow rear-ended into side and back on left side of truck.

Samuel

City Clerk

DATE RECEIVED 1/9/17

RECEIVED BY MD

CLAIM NO. 25-16
JAN 12 11:22:00

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: ~~Nadia Oregon Toledo~~ Samuel Q. Rodriguez
2. Home address of Claimant: 1011 Swift Ave.
3. Home phone number: 920-339-8036
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 12/23/2016, 10:42 A.M

6. Where did damage or injury occur? (give full description) Rear ended into side and back light on left side of truck.

7. How did damage or injury occur? (give full description) Inattentive - Driving while going straight.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: Travis John Hill

(b) Claimant's statement of the basis of such liability: was going straight while inattentively driving.

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

NO INJURIES

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ <u>1,655.96</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>1,655.96</u>

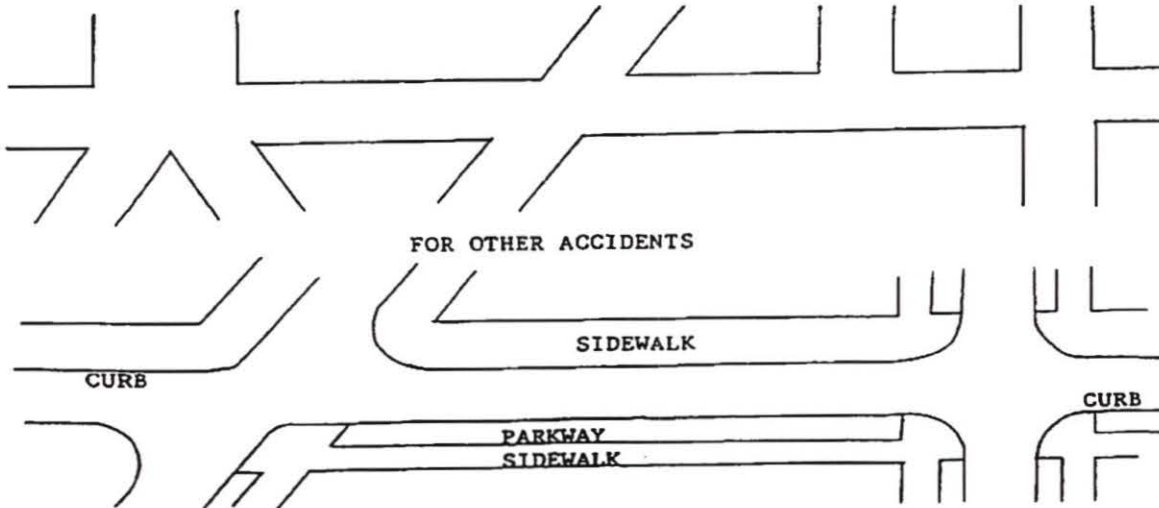
Damaged vehicle (if applicable)

Make: GMC Model: YUKON XL Year: 2007 Mileage: 127,433

Names and addresses of witnesses, doctors and hospitals: Travis John Hill

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Samuel R. DATE 11/9/17

DATE RECEIVED 1-11-17

RECEIVED BY MD

CLAIM NO. 25-16

CLAIM

Claimant's Name: <u>Samuel Q. Rodriguez</u>	Auto	\$ <u>1,655.96</u>
Claimant's Address: <u>1011 Swift Ave.</u>	Property	\$ _____
<u>Sheboygan Wi.</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920-629-3231</u>	Other (Specify below)	\$ _____
	TOTAL	\$ <u>1,655.96</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,655.96.

SIGNED Samuel R.

DATE: 1/9/17

ADDRESS: 1011 Swift Ave.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

POLICE # C16-24364

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0W43V8		Document Override Number	
Agency Accident Number				Police Number C16-24364					
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 2242		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 81, City				11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name SWIFT AVE			14 - Bus/Fmt/Rmp		15 - Est. Distance 117 Ft		15 - Hwy. Dir WEST
16 - Fr/Al Hwy No.		16 - From/At Street Name S 10TH ST			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 1007		12 - Latitude 43.733714786843			13 - Longitude -87.71672497992		
80 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Sideswipe. Same Direction					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Blacktop, Bituminous, or Asphalt - 2			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Not-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Snow			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian								
Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel EAST		24 - Speed Limit 25		
36 - Operating as Classified B CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle				
29 - Driver's License Number H4008109110108		30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident Winter-Hwy-Maintenance				
25 - Operator/Pedestrian Last Name HILL			25 - First Name TRAVIS		25 - Middle Initial JOHN		25 - Suffix	
32 - Date Of Birth 03/21/1991		33 - Sex Male						
26 - Address Street & Number 1414 CARMEN AVE						26 - PO Box		
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53081		28 - Telephone Number (920) 918-3719 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used				
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control No-Control			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors Inattentive-Driving								
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present					
90 - Alcohol Test Test Not Given			90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported								

OPERATOR/PEDESTRIAN 01

OPERATOR/PEDESTRIAN	39 - Seat Position		40 - Safety Equipment Not-Applicable-Nonmotorist		
	38 - Injury Severity		41 - Airbag Not applicable	42 - Ejected Not-Applicable	44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated Not-Applicable		92 - Pedestrian Location		92 - Pedestrian Action
	119 - What Driver Was Doing LEGALLY PARKED		120 - Traffic Control No-Control		62 - No. of Citations Issued
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
	122 - Driver Factors Not-Applicable				
	88 - Driver or Pedestrian Cond		89 - Substance Presence		
	90 - Alcohol Test		90 - Alcohol Content	91 - Drug Test	
	91 - Drugs Reported				
	124 - Highway Factors Snow, Ice, or Wet				

Vehicle

VEHICLE 02	21 - Unit Type Automobile		Vehicle Type Passenger-Car			22 - Total Occupants 0
	56 - License Plate Number 733YSH		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 1GKFK16367J184164
	50 - Year 2007	51 - Make GMC	52 - Model YUKON XL	53 - Body Style UT - SPORT UTILITY	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Rear Driver Side					
	95 - Extent Of Damage Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By	
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name RODRIGUEZ QUINTANA		46 - First Name SAMUEL	46 - Middle Initial	46 - Suffix	Date Of Birth 05/24/1979
	46 - Company Name					
	47 - Address Street & Number 1011 SWIFT AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 334-8036 Ext.	

Insurance

02	63 - Liability Insurance Company NOT-REQUIRED		60 <input type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name

61 - Policy Holder Company

Wisconsin Motor Vehicle **P0W43V8**
Accident Report MV4000e 01/2005

PK2012

OFFICER INFORMATION

127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 Ext.
132 - Date Notified 12/23/2016	133 - Time Notified (Military Time) 2243	134 - Time Arrived (Military Time) 2251	135 - Date Of Report 12/23/2016
	C16-24364	19 - Special Study	
18 - Agency Space SQUAD 8/ VIDEO NO/ ID'D WI PC DL			

SHEBOYGAN COLLISION CENTER
 CHEVROLET - BUICK - GMC - CADILLIAC INC
 3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
 OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
 FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

01/03/2017 04:46 PM

Owner

Owner: SAMUEL RODRIGUEZ
Address: 1011 SWIFT AVENUE
City State Zip: Sheboygan, WI 53081
Work/Day:
Home/Evening: (920)629-3231
FAX:

Inspection

Inspection Date: 01/03/2017 04:45 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Rear Side
Driveable: Yes
Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Rental Assisted:
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 6

Vehicle

OEM Part Price Quote ID: ****

2007 GMC Yukon XL K1500 SLT2 4 DR Wagon
 8cyl Gasoline 5.3 FLEX
 4 Speed Automatic

Lic.Plates: 733YSH
Lic Expire:
Prod Date: 06/2006
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code:
Lic State: WI
VIN: 1GKFK16367J184154
Mileage: 127,433
Mileage Type: Actual
Code: U7362A
Int. Color: Light Titanium w/Ultrasoft Leather
App
Int. Refinish: Two-Stage
Int. Trim Code: 833

Options - AudaVIN Information Received

4-Wheel Drive	AM/FM In-dash CD Changer	Alarm System
Anti-Lock Brakes	Auto Locking Hubs (4WD)	Automatic Dimming Mirror
Bose Sound System	Bucket Seats	Captain Chairs (4)
Center Console	Chrome Bumper(s)	Cruise Control
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Electronic Transfer Case	Flip-Up Liftgate Window
Fog Lights	Garage Door Opener	Heated Frnt & Rear Seats
Heated Front Seats	Heated Power Mirrors	Heated W/S Wiper Washers
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
OnStar System	Overhead Console	Parking Assist System
Polished Alloy Wheels	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Moonroof
Power Steering	Power Windows	Privacy Glass
Rain-Sensing W/S Wipers	Rear Entertainment System	Rear Heater
Rear Seat Audio Controls	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rack Cross Bars	Roof/Luggage Rack
Running Boards	Secnd Row Captain Chairs	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Third Seat (trucks)	Tilt Steering Wheel	Tinted Glass
Traction Control System	Trailer Hitch	XM Satellite Radio

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Quarter And Rocker Panel										
1	I	389		Panel,Quarter LT	Repair				9.0*	SM
2	L	389	13	Panel,Quarter LT	Refinish				4.0	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
3	E	397		Door,Fuel Filler LT	15940677 GM Part	\$122.17			0.3	SM
4	L	397		Door,Fuel Filler LT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
5	E	225		Nameplate,Qtr Panel LT	15825695 GM Part	\$34.45			0.2	SM
6	E	170		Label,Quarter Panel LT	15070512 GM Part	\$20.82			0.1	SM
7	RI	395		Qtr Glass R & I LT	R & I Assembly				2.5	SM
8	EC	481		Sealant Kit,Qtr Glass LT	Replace Economy	\$15.00*			INC	SM
Rear Bumper										
9	RI	570		Rear Bumper Cover R&I	R & I Assembly				1.6	SM
Rear Body, Lamps And Floor Pan										
10	E	533	46	Taillamp Assembly LT	25975975 GM Part	\$128.58			INC	SM
Manual Entries										
11	L			Cover Car Exterior	Refinish	\$5.00*				SM
12	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
13	L			Corrosion.Protection	Refinish	\$10.00*			0.2*	SM
13	Items									
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

46

PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts					\$306.02	
Other Parts					\$30.00	
Paint & Materials		4.4 Hours @	\$38.00		\$167.20	
Parts & Material Total						\$503.22
Tax on Parts & Material		@	5.500%			\$27.68
Labor	Rate	Replace	Repair Hrs	Total Hrs		
		Hrs				
Sheet Metal (SM)	\$58.00	4.9	9.0	13.9	\$806.20	
Mech/Elec (ME)	\$105.00					
Frame (FR)	\$67.00					
Refinish (RF)	\$58.00	4.4		4.4	\$255.20	
Labor Total				18.3 Hours		\$1,061.40
Tax on Labor		@	5.500%		\$58.38	
Sublet Repairs					\$5.00	
Tax on Sublet		@	5.500%		\$0.28	
Gross Total						\$1,655.96
Net Total						\$1,655.96

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 OEM Part Prices DT 01/03/2017 04:46 PM EstimateID 245679789476683776 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.035 ES 01/03/2017 04:49 PM REL 8.0.035 DT 12/01/2016 DB 12/15/2016
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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

- | | | |
|----------------------------|---|--------------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
| EU = Replace Recycled | TE = Partial Replace Price | PM = Replace PXN Reman/RebIt |
| UM = Replace Reman/Rebuilt | L = Refinish | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone | SB = Sublet Repair |
| N = Additional Labor | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 209-16-17 Claim from State Farm Insurance on behalf of Angela Allensworth for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The notice of claim was received on January 23, 2017 and the actual claim was received on March 13, 2017. The claim is in the amount of \$19,480.54 for alleged damages that occurred when a city vehicle struck claimant's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 209-16-17

II

3.1

R. O. No. 209-16-17. By CITY CLERK. February 6, 2017.

Submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.

Finance

City Clerk

Claim # 27-16

Providing Insurance and Financial Services
Home Office, Bloomington, IL

 **State Farm**[®]

January 16, 2017



City Of Sheboygan
828 Center Ave
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 49-0480-5S3
Insured: Angela Allensworth
Date of Loss: December 23, 2016
Amount of Claim: Pending
Location of Loss: Taylor Dr & Washington
Sheboygan, WI

To Whom It May Concern:

We are writing to you regarding a loss sustained by our insured.

Our investigation indicates you are responsible for this loss which was caused by your employee. By virtue of our payment to our insured, we are entitled to recovery from the responsible party.

If you have liability insurance, please refer this letter to your insurance company and provide us with your insurance information. We are enclosing a form for you to complete with your insurance information.

If you do not have insurance, please contact us to discuss arrangements for paying this claim.

Your cooperation is appreciated.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

49-0480-5S3
Page 2
January 16, 2017

Sincerely,

Rob Crockett
Claim Specialist
(844) 292-8615 Ext. 349
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

Enclosure: Form
Return Envelope

Claim Number: 49-0480-5S3
Insured: Angela Allensworth

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of your insurance company: _____

Phone number for your insurance company: () _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? _____ Yes _____ No

If yes, what claim number has your insurance company assigned to this loss?

Thank you for your cooperation.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 212-16-17 Claim from West Bend Insurance on behalf of Budget Blinds of Sheboygan, LLC for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The notice of claim was received on January 25, 2017 and the actual claim was received on February 21, 2017. The claim is in the amount of \$1,068.48 for alleged damages that occurred when a city vehicle struck claimant's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 212-16-17

II

3.4

R. O. No. 212 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from West Bend Claims for their insured Budget Blinds of Sheboygan, LLC (addressed to City of Sheboygan, 2026 New Jersey Ave.).

Inance

City Clerk



THE SILVER LINING™

Claim 29-16

January 20, 2017



CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

Claim No: AG73213
Insured: BUDGET BLINDS OF SHEBOYGAN, LLC
Date of Loss: 12/12/2016

Our investigation indicates this loss resulted from your negligence. Under the terms of our policy, we are subrogated to the extent of our payment to any legal right which our insured has against you. We hereby claim a lien on any proceeds that may be paid by way of settlement or judgment on said claim.

If you carry insurance, please fill in the following information:

Address:

Policy No.: _____

Phone No.: _____

Have you reported this accident to your insurance company? Yes No

If you are uninsured, please contact me regarding payment of our subrogation claim.

Sincerely,

STACY MALNORY
CLAIMS REPRESENTATIVE I
(262) 365-2799 or (800) 236-5010 Extension 2799
Fax: (262) 335-7000
smalnory@wbmi.com

WB-1665 (05-10)

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. 334-16-17 regarding R. O. 192-16-17 and the claim from Allen Brotz.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on December 19, 2016. The amount requested for alleged damage to claimant's mailbox by a city snowplow is \$480.89.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. C. 334-16-17
- II. R. O. 192-16-17

VI

3.13

R. C. No. 334-16-17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 192-16-17 by the City Clerk submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

re-refer to Finance

[Handwritten Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.1

R. O. No. 192-16-17. By CITY CLERK. January 3, 2017.

Submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it.

Finance
deny & send
not of Disallowance

City Clerk

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 22-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEV 19715-1-158

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Allen Brotz
- 2. Home address of Claimant: 1822 Tivoli Lane
- 3. Home phone number: 920 918 6599
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Between 12/12 + 12/15⁰⁷ Vacation

6. Where did damage or injury occur? (give full description) Mail Box

7. How did damage or injury occur? (give full description) Snow Plow Hit Mail Box (2nd Time in 15 years)

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ 333.89

Personal injury: City to replace → \$ 150.00

Other: (Specify below) \$ _____

TOTAL

\$ ~~333.89~~ 480.89 2-817 AB

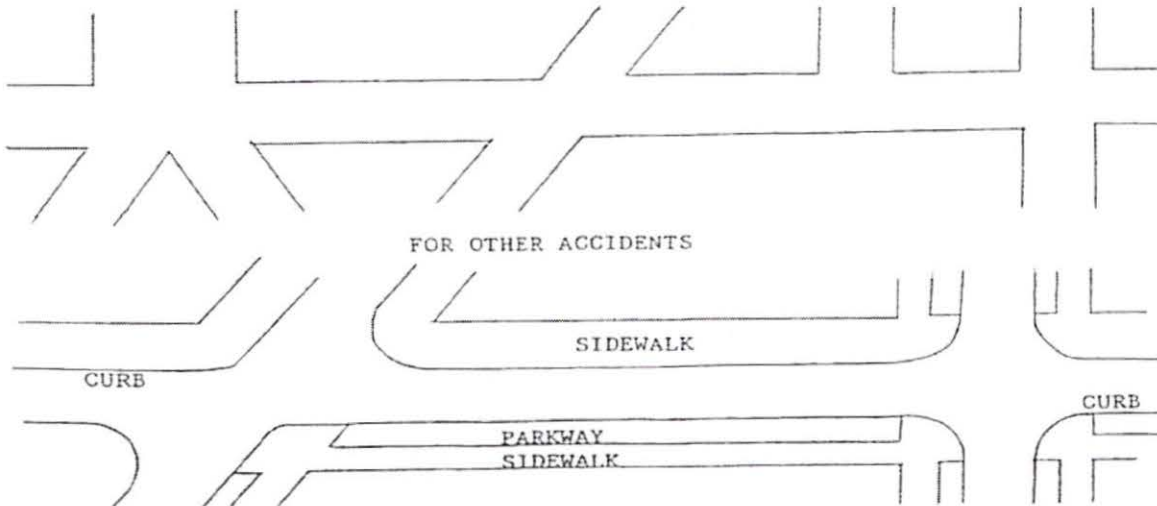
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Allen B. J.

DATE

12-19-16

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name:	<u>Allen Brotz</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>1822 Tivol Lane</u>	Property	\$ <u>333.89</u>
		Personal Injury	\$ <u>150.00</u>
Claimant's Phone No.:	<u>920-918-6599</u>	Other (Specify below)	\$ <u> </u>
			TOTAL \$ 333.89
			<u>480.89</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC. 2-8-17
AB

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~333.89~~ 480.89 2-8-17 AB

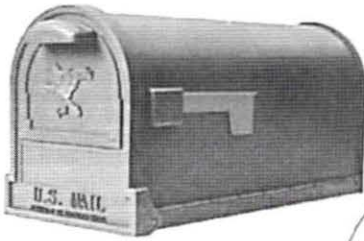
SIGNED Allen Brotz DATE: 12-19-16

ADDRESS: 1822 Tivol Lane Sheb. WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

App-only Flash Deal exclusive to Amazon app

Back to search results for "bronze mailbox"



Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000

by Gibraltar

133 customer reviews

19 answered questions

List Price: \$68.99

Price: **\$48.99** FREE Shipping for Prime members once available

You Save: \$20.00 (29%)

Temporarily out of stock.

Order now and we'll deliver when available. We'll e-mail you with an estimated delivery date as soon as we have more information. Your account will only be charged when we ship the item.

Ships from and sold by Amazon.com. Gift-wrap available.

Color Name: **Bronze**



- Large size provides generous capacity for multiple parcels
 - Powerfully built with galvanized steel for strength and durability
 - Powder-coat finish in a beautiful bronze color provides resistant to outside elements
 - Easily installs onto a variety of Gibraltar posts including the ES200VB0
 - Made in the USA
- [See more product details](#)

[Compare with similar items](#)

Used & new (23) from \$41.64

[Report incorrect product information.](#)

"Alexa, order a Lutron smart lighting control kit."

Get 25% off a Lutron Smart Light Control Kit, only when you order with Alexa. [Learn more](#)

Share

Buy new: \$48.99

Qty: 1

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Sherry Brotz- Sheboygan - 53081

Buy used: \$41.64

Add to List

Other Sellers on Amazon

\$63.32 [Add to Cart](#)

+ Free Shipping
Sold by: Gatzies

\$64.44 [Add to Cart](#)

+ Free Shipping
Sold by: Ron's Home and Hardware

\$56.70 [Add to Cart](#)

+ \$7.62 shipping
Sold by: Supreme Hardware

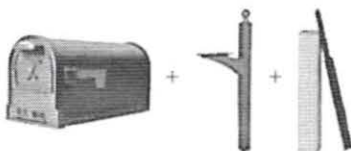
Used & new (23) from \$41.64

Have one to sell? [Sell on Amazon](#)

Click to open expanded view

FTax

Frequently Bought Together



Total price: \$147.12

[Add all three to Cart](#)

[Add all three to List](#)

One of these items ships sooner than the other. [Show details](#)

This item: Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000 \$48.99

FTax

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. 335-16-17 regarding R. O. 193-16-17 and the claim from Matt Moeller.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on December 22, 2016. The amount requested is \$381.59 for alleged damage to claimant's mailbox hit by a city snowplow.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. C. 335-16-17
- II. R. O. 193-16-17

VI

3.14

R. C. No. 335- 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 193-16-17 by the City Clerk submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

re-refer to Finance

[Signature]

Melissa Donovan

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 193 - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it.

~~Invoice~~
deny & send
- not of Disallowance

City Clerk

DATE RECEIVED 12.22.16

RECEIVED BY MD

CLAIM NO. 2516

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Matt Moeller
- 2. Home address of Claimant: 3503 N 6th Street
- 3. Home phone number: (920)946-0098
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 12/18/16 at 4:37 a.m.
- 6. Where did damage or injury occur? (give full description) _____
The damage occurred at mailbox at the above address. The East side of 6th Street.
- 7. How did damage or injury occur? (give full description) _____
The city plow came through Sunday morning and clipped the mailbox completely off.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A
- 10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").
NO INJURIES
- 11. Name and address of any other person injured: N/A
- 12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ <u>N/A</u>
Property:	\$ <u>381.59</u>
Personal injury:	\$ <u>N/A</u>
Other: (Specify below)	\$ <u>N/A</u>

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign. N/A

SIGNATURE OF CLAIMANT Matthew Moeller DATE 12-20-16
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED MD 12-22-16

RECEIVED BY MD
CLAIM NO. 2316

CLAIM

Claimant's Name:	<u>Matthew Moeller</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3503 N 6th St</u>	Property	\$ <u>381.59</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-946-0098</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>381.59</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 381.59.

SIGNED Matthew Moeller DATE: 12-20-16

ADDRESS: 3503 N 6th St, Sheboygan, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN, WI 53081

Thank you for your order

Order Number is: **BM-30562**

[Print Receipt](#)

Your order was placed successfully as of 03/25/2014 .

mismoeller@yahoo.com

Ship To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098

Shipping Method: Standard
Shipping

Bill To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098

Confirmation

Order Status: Will ship in 2-3 weeks
Order Date: 03/25/2014
Order Number: BM-30562

Your Shopping Cart


Item	Options	Unit Price	Qty.	Cost
 Superior Bronze Mailbox Package	Text Options Two Lines of Text	\$423.99	1	\$423.99
	Line 2 Text North 6th St			
	Line 1 Text 3503			
Subtotal:				\$423.99
Shipping:				\$0.00
Tax:				\$0.00
10% savings:				-\$42.40
Total:				\$381.59

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SECURE SHOPPING
128 BIT ENCRYPTION

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- [Shipping Fees?](#)

 **Call Us**
(866) 707-0008

Respecting Your Privacy

- We never sell or rent your personal information.
- We don't use cookies to collect information on your hard drive.
- We stick to our strict [Privacy Policy](#)

Keeping Your Info Safe

- We don't use cookies to collect information on your hard drive.
- We use the strongest security measures around to protect your information.

Our secure order processing uses 128-bit (SSL) encryption. All data is encrypted for your protection.



PayPal CREDIT

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. 341-16-17 is regarding R. O. 222-16-17 and the claim from Brittany A. Bremer.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on February 3, 2017 in the amount of \$3,000.00 for alleged damage when a snow plow dislodged a manhole cover and the cover hit the claimant's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. C. 341-16-17
- II. R. O. 222-16-17

VI

3.20

R. C. No. 341-16-17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 222-16-17 by the City Clerk submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*re-refer
Finance*

My. Suzanne Nolan

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.9

R. O. No. 222 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car.

~~Invoice~~
deny & send
Not of Disallowance

City Clerk

DATE RECEIVED 2/3/17

RECEIVED BY ikl

CLAIM NO. 30-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Brittany A. Bremer

2. Home address of Claimant: 721 Zimbal Ave Sheboygan, WI 53081

3. Home phone number: (920) 627-7335

4. Business address and phone number of Claimant: 2135 S. Business dr, Sheboygan, WI 53081

5. When did damage or injury occur? (date, time of day) 1/31/17 approx 3:00 am

6. Where did damage or injury occur? (give full description) car was parked on the south side of the residence facing east.

7. How did damage or injury occur? (give full description) Plow came through. Hit man hole cover and it went flying into my vehicle.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

damage to rear driver bumper, quarter panel, rocker, & wheel.

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ ~ 3000

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ will need rental during repair

TOTAL \$ ~ 3000

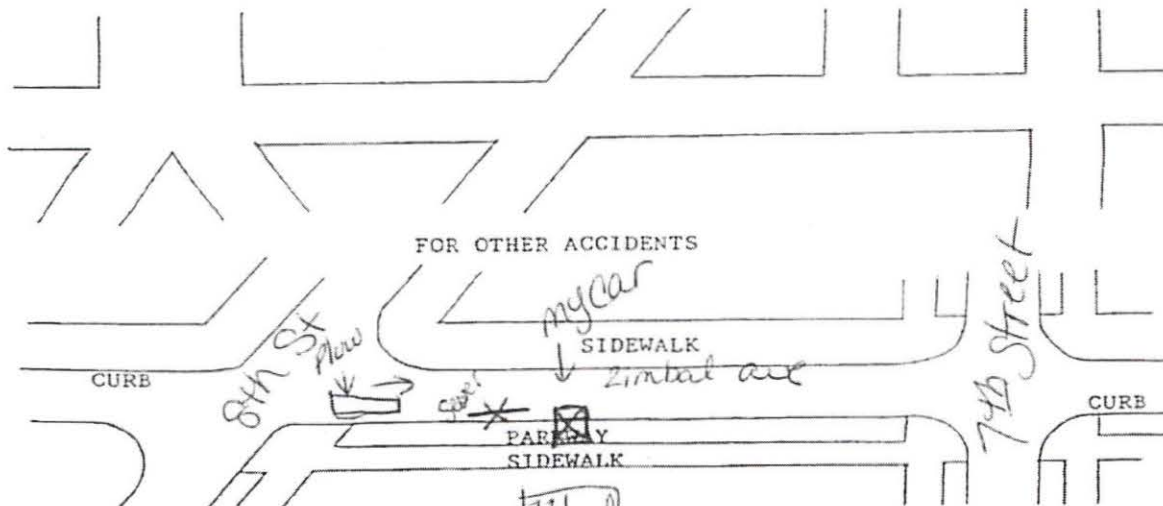
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Sr Year: 2013 Mileage: 54,354

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Brittany Bromer DATE 2/2/17

DATE RECEIVED 2/2/17

RECEIVED BY CRK

CLAIM NO. 30-16

CLAIM

Claimant's Name: <u>Brittany A. Bremer</u>	Auto	\$ <u>~ 3000</u>
Claimant's Address: <u>721 Zimbal Ave</u>	Property	\$ _____
<u>Sheboygan, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No <u>(920) 627-7335</u>	Other (Specify below)	\$ <u>car rental</u>
	TOTAL	\$ <u>~ 3000</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~ 3000.

SIGNED Brittany Bremer DATE: 2/2/17

ADDRESS: 721 Zimbal Ave Sheboygan WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

SHEBOYGAN COLLISION CENTER
 CHEVROLET - BUICK - GMC - CADILLAC INC
 3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
 OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
 FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

02/02/2017 12:11 PM

Owner

Owner: BRITTANY BREMER
 Address: 721 ZIMBAL AVE
 City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-7335
 FAX:

Inspection

Inspection Date: 02/02/2017 12:12 PM
 Primary Impact: Left Rear Side

Inspection Type:
 Secondary Impact:

Appraiser Name: PATRICK KARBE
 Address: 3400 SOUTH BUSINESS DRIVE
 City State Zip: Sheboygan, WI 53081
 Email: collisioncenter@sheboyganauto.com

Appraiser License # :
 Work/Day: (920)459-6855
 Work/Day: (888)459-6855
 FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
 Address: 3400 SOUTH BUSINESS DRIVE
 City State Zip: SHEBOYGAN, WI 53081
 Email: collisioncenter@sheboyganauto.com

Contact:
 Work/Day: (920)459-6855
 Work/Day: (888)459-6855
 FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 9

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
 ORIGINAL / INITIAL ESTIMATE:

Vehicle

2013 Nissan Sentra SR 4 DR Sedan
 4cyl Gasoline 1.8
 Continuously Variable Tr

Lic.Plate: 952WLA
 Lic Expire:
 Prod Date:
 Veh Insp# :
 Condition:
 Ext. Color: LIQUID PLATINUM MET
 Ext. Refinish: Two-Stage
 Ext. Paint Code: K23

Lic State: WI
 VIN: 3N1AB7AP1DL706862
 Mileage: 54,354
 Mileage Type: Actual
 Code: Z1784F
 Int. Color: Charcoal
 Int. Refinish: Two-Stage
 Int. Trim Code: G

Options - AudaVIN Information Received

1st Row LCD Monitor(s)	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Alarm System	Aluminum/Alloy Wheels
Amplifier	Anti-Lock Brakes	Auto Headlamp Control
Automatic Dimming Mirror	Auxiliary Audio Input	Bose Sound System
Bucket Seats	Cargo/Trunk Mat	Cargo/Trunk Net
Center Console	Chrome Trim	Compact Spare Tire
Cruise Control	Digital Clock	Dual Airbags
Electronic Compass	Floor Mats	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Navigation System	Power Brakes	Power Door Locks
Power Mirrors	Power Moonroof	Power Steering
Power Windows	Pwr Accessory Outlet(s)	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Sirius Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	USB Audio Input(s)	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08			0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
Wheels										
3	UC	948	46	Wheel,Rear LT >> KEYSTONE	Replace Reconditioned	\$189.00*			0.0*	SM
Rear Doors										
4	BR	289	13	Pnl,Rear Door Outer LT	Blend Refinish				2.0	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	334		Mldg,Rear Door Belt LT	R & I Assembly				0.2	SM
6	RI	305		Handle,RR Door Outer LT	R & I Assembly				1.0	SM
Quarter And Rocker Panel										
7	BR	432		Panel,Bodyside Otr Upr LT	Blend Refinish				1.0	RF
					0.7 Blend					
					0.3 Two-stage					
8	I	389		Panel,Quarter LT	Repair				8.0*	SM
9	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
10	E	472	01	Tape,Quarter Lower LT >> ROCKER MOLDING CHIP TAPE	788173BA0A	\$27.65			0.2	SM
11	L	395		Pillar,Body Lock LT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					

12	SB	502	Glass,Quarter Vent T LT	Sublet Repair	\$70.00*	+25.00	SM
13	SB	467	>> LAKESHORE AUTO GLASS Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*		SM

Inner Quarter & Panels

14	I	401	07 Pnl,Wheelhouse Outer LT	Repair			1.0*	SM
15	L	401	Pnl,Wheelhouse Outer LT	Refinish			1.1	RF
				0.9 Surface				
				0.2 Two-stage				

Rear Bumper

16	N	569	RR Bumper Cvr Overhaul	Additional Labor			1.8	SM
17	I	566	Cover,Rear Bumper	Repair			2.0*	SM
18	L	566	Cover,Rear Bumper	Refinish			3.2	RF
				2.7 Surface				
				0.5 Two-stage				

Rear Body, Lamps And Floor Pan

19	RI	533	Taillamp Assembly,Otr LT	R & I Assembly			INC	SM
----	----	-----	--------------------------	----------------	--	--	-----	----

Manual Entries

20	L		Cover Car Exterior	Refinish	\$5.00*			SM
21	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
22	L		Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
23	SB		Wheel Balance	Sublet Repair	\$15.00*			SM
			>> LR					
24	L		Flex Additive	Refinish	\$6.00*			SM
25	SB		4Wheel Alignment	Sublet Repair	\$69.95*			SM
25	Items							

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$265.73
Other Parts	\$210.00
Paint & Materials	12.5 Hours @ \$38.00 \$475.00
Parts & Material Total	\$950.73
Tax on Parts & Material	@ 5.500% \$52.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.4	12.8	15.2	\$881.60
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	12.5		12.5	\$725.00
Labor Total				27.7 Hours	\$1,606.60
Tax on Labor		@ 5.500%			\$88.36
Sublet Repairs					\$192.45
Tax on Sublet		@ 5.500%			\$10.58
Gross Total					\$2,901.01
Net Total					\$2,901.01

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default



Audatex Estimating 8.0.035 ES 02/02/2017 12:26 PM REL 8.0.035 DT 12/01/2016 DB 02/01/2017
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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

 <p>Audatex a Solera company</p>	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p> <p>© 2017 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p>	 <p>Solera</p>
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DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

02/01/2017 11:09 AM

Owner

Owner: Brittany Bremer
Address: 721 Zimbal Ave
City State Zip: Sheboygan, WI 53081
Email: fitbritt87@gmail.com
Cell: (920)627-7335
FAX:

Inspection

Inspection Date: 02/01/2017 02:07 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Rear Side
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:
Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time: Days To Repair: 4*

Remarks

*** Original Estimate ***

Vehicle

2013 Nissan Sentra SR 4 DR Sedan
4cyl Gasoline 1.8
Continuously Variable Tr

Lic.Plate: 952-WLA
Lic Expire:
Prod Date: 03/2013
Veh Insp# :
Condition:
Ext. Color: LIQUID PLATINUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K23
Lic State: WI
VIN: 3N1AB7AP1DL706862
Mileage: 54,333
Mileage Type: Actual
Code: Z1784F
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags
Alarm System
AM/FM CD Player
Aluminum/Alloy Wheels
Air Conditioning
Anti-Lock Brakes

Auxiliary Audio Input	Bucket Seats	Center Console
Chrome Trim	Compact Spare Tire	Cruise Control
Digital Clock	Dual Airbags	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	LED Brakelights
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Pwr Accessory Outlet(s)
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspens
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08		0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish			1.4	RF
					1.2 Surface				
					0.2 Two-stage				
3	E	1087		Clip,Rocker Panel Mldg LT	0155309611	\$30.75*			SM
4	E	409		Mldg,Qtr Whl Opening LT	938833SH2A	\$9.69		0.2	SM
Wheels									
5	UC	991		Wheel,Front LT	Replace Reconditioned	\$189.00*		0.4	SM
				>> >>Keystone (17" dark siver 10)Spoke					
Front Suspension									
6	N	970		Susp Align,4 Wheel	Additional Labor			1.5*	SM*
Rear Doors									
7	BR	289		Pnl,Rear Door Outer LT	Blend Refinish			1.2	RF
					0.8 Blend				
					0.4 Two-stage				
8	RI	334		Mldg,Rear Door Belt LT	R & I Assembly			0.2	SM
9	RI	307		Pnl,Inner Door Trim LT	R & I Assembly			INC	SM
10	RI	305		Handle,RR Door Outer LT	R & I Assembly			1.0	SM
Quarter And Rocker Panel									
11	RI	366		Mldg,Bodyside Panel LT	R & I Assembly			0.3	SM
12	BR	199	13	Panel,Rocker LT	Blend Refinish			1.8	RF
					0.8 Blend				
					0.6 Two-stage setup				
					0.4 Two-stage				
13	I	389		Panel,Quarter LT	Repair			7.5*	SM
14	L	389		Panel,Quarter LT	Refinish			2.6	RF
					2.2 Surface				
					0.4 Two-stage				
15	E	472	01	Tape,Quarter Lower LT	788173BA0A	\$27.65		0.2	SM
16	L	395		Pillar,Body Lock LT	Refinish			1.2	RF
					1.0 Surface				
					0.2 Two-stage				
17	SB	502		Glass,Quarter Vent T LT	Sublet Repair	\$87.50*			SM
				>> >>R & I AND Seal Kit					

Rear Bumper

18	N	569	RR Bumper Cvr Overhaul	Additional Labor		1.8	SM
19	I	566	Cover,Rear Bumper	Repair		1.0*	SM
20	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

Rear Body, Lamps And Floor Pan

21	RI	533	Taillamp Assembly,Otr LT	R & I Assembly		INC	SM
----	----	-----	--------------------------	----------------	--	-----	----

Manual Entries

22	L	M14	Corrosion Protection	Refinish		0.2*	RF
23	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
			Quantity of 1 @ \$5.00* each				
24	EC		Flex Additive	Replace Economy	\$6.50*		RF
			Quantity of 1 @ \$6.50* each				
25	N		De-Nib and polish	Additional Labor			SM*
26	N		Hazad, waste	Additional Labor	\$5.00*		SM
26	Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$306.17
Other Parts	\$205.50
Paint & Materials	11.6 Hours @ \$38.00 \$440.80
Parts & Material Total	\$952.47
Tax on Parts & Material	@ 5.500% \$52.39

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	3.3	11.8	15.1	\$875.80	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	11.6		11.6	\$672.80	
Labor Total				26.7 Hours		\$1,548.60
Tax on Labor		@ 5.500%			\$85.17	
Sublet Repairs					\$87.50	
Tax on Sublet		@ 5.500%			\$4.81	
Gross Total						\$2,730.94
Net Total						\$2,730.94

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 02/01/2017 02:22 PM REL 8.0.134 DT 01/01/2017 DB 01/15/2017
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2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/RebIt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 237-16-17 Claim from Thomas Leubner for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on February 27, 2017 for alleged vehicle damage while driving on South Taylor Drive and hit a pot hole.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 237-16-17

II

4.4

R. O. No. 237 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thomas Leubner for alleged damages to his front right tire while driving on S. Taylor Dr. and hit a pot hole.

Inance

City Clerk

FEB 27 '17 AM 11:25

DATE RECEIVED 2-27-17

RECEIVED BY MD

CLAIM NO. 32-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 16 '17 AM 11:17

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Thomas Leubner

2. Home address of Claimant: 524 Ontario Avenue Apt. 4 Sheb. WI 53081

3. Home phone number: 920-287-6162

4. Business address and phone number of Claimant: 524 Ontario Avenue. Apt. 4

5. When did damage or injury occur? (date, time of day) Jan. 17, 2017 6:00PM

6. Where did damage or injury occur? (give full description) Front Right Tire

7. How did damage or injury occur? (give full description) Driving on South Taylor Drive by NemaK/Acuity Northbound lane, Drove into a huge deep! Pot Hole.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: NA

(b) Claimant's statement of the basis of such liability: NA

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: South Taylor Drive Northbound by NemaK/Acuity

(b) Claimant's statement of basis for such liability: large Deep Pot Hole without a warning sign or barricade!

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Tire damaged

11. Name and address of any other person injured: NA

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$	<u>181.63</u>
Property:	\$	<u> </u>
Personal injury:	\$	<u> </u>
Other: (Specify below	\$	<u> </u>
TOTAL	\$	<u>181.63</u>

Damaged vehicle (if applicable)

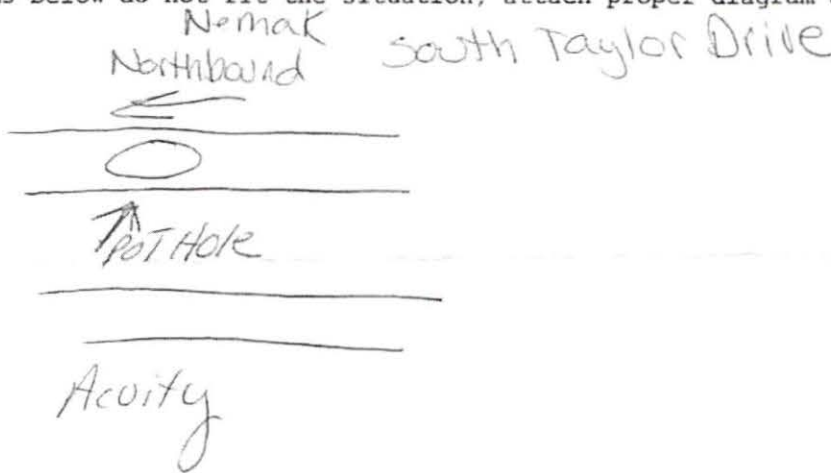
Make: VW Model: GTI Year: 2016 Mileage: 30,000

Names and addresses of witnesses, doctors and hospitals: _____

Passenger - Lexie Fortin 2724 Whispering Winds Drive, Sheb WI
53081 920-254-7178

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Thomas Leubner DATE 2/22/2017
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 32-16

CLAIM

Claimant's Name: <u>Thomas Leubner</u>	Auto	\$	
Claimant's Address: <u>524 Ontario Ave Apt 4</u>	Property	\$	<u>181.63</u>
<u>Sheb. WI 53081</u>	Personal Injury	\$	
Claimant's Phone No. <u>920-287-6162</u>	Other (Specify below)	\$	
	TOTAL	\$	<u>181.63</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 948.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 181.63.

SIGNED Thomas Leubner DATE: Feb. 13, 2017

ADDRESS: 524 Ontario Ave. Apt. 4 Sheb. WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
 MAIL TO: CLERK'S OFFICE
 828 CENTER AVE #100
 SHEBOYGAN WI 53081

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 238-16-17 Claim from Thong Lee for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on February 21, 2017 for alleged damage when a City of Sheboygan fire truck hit claimant's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 238-16-17

II

4.5

R. O. No. 238 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thong Lee for alleged damages when a fire truck hit the side of his parked car and broke the driver's side mirror.

Finance

City Clerk

DATE RECEIVED 2-21-17

RECEIVED BY FEB 21 '17 AM 11:53 MD

CLAIM NO. 3-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 21 '17 PM 12:00

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Thong Lee
- 2. Home address of Claimant: 2204 N 7th Street, Sheboygan, WI 53083
- 3. Home phone number: (920) 918-7660
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 2:00 AM, 12/25/16
- 6. Where did damage or injury occur? (give full description) Driver side mirror was swiped & broken by a fire truck. Car was parked to street curb. Reference to police report: #C16-24429. Accident occurred outside 2204 N 7th Street, Sheboygan, WI 53083
- 7. How did damage or injury occur? (give full description) Fire truck swiped driver side mirror. Reference to police report: #C16-24429.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

- (a) Name of such officer or employee, if known: Tyler Meyer
- (b) Claimant's statement of the basis of such liability: Reference to police report #C16-24429.

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

- (a) Public property alleged to be dangerous: N/A
- (b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No injuries. Only damage was broken driver side mirror.

11. Name and address of any other person injured: N/A,

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ <u>327.36</u>
Property:	\$ <u>Ø</u>
Personal injury:	\$ <u>Ø</u>
Other: (Specify below)	\$ <u>Ø</u>
TOTAL	\$ 327.36

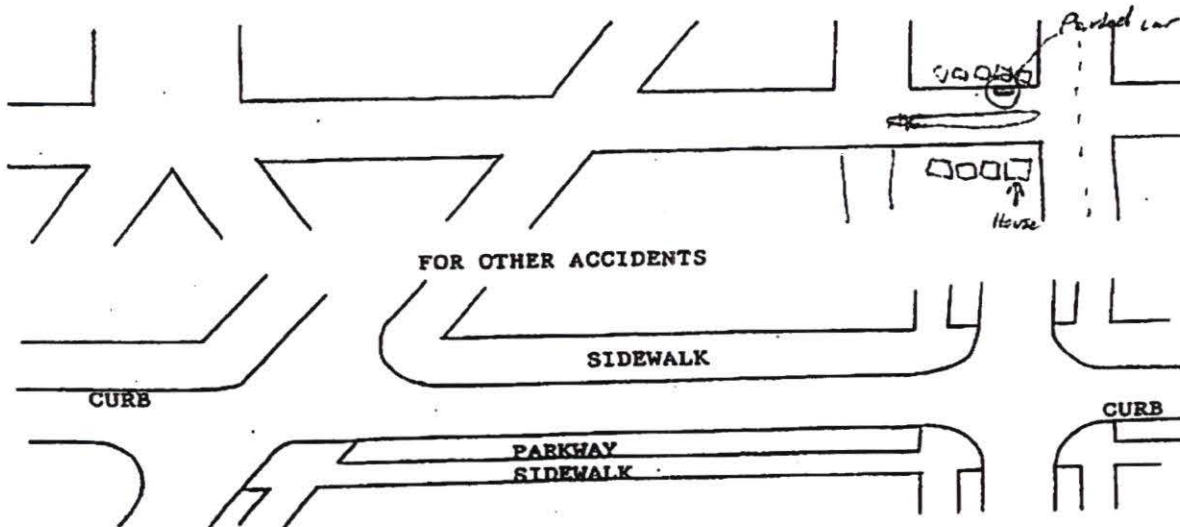
Damaged vehicle (if applicable)

Make: Acura Model: TL Year: 2004 Mileage: 147,400

Names and addresses of witnesses, doctors and hospitals: Steven S. Lee (father)
Yeng Xiong (mother), both at 2204 N. 7th Street, Sheboygan, WI 53083,
Cody Griebling, officer at the site. - 1315 N. 23rd Street suit #101.
Sheboygan, WI 53081.

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT [Signature] DATE _____

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 31-16

CLAIM

Claimant's Name: Thong Lee

Auto: \$ 327.26

Claimant's Address: 2204 N 7th Street

Property: \$ _____

Sheboygan, WI 53083

Personal Injury \$ _____

Claimant's Phone No. (920) 918-7660

Other (Specify below) \$ _____

TOTAL \$ 327.26

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 327.26.

SIGNED [Signature] DATE: 2/08/17

ADDRESS: 2204 N. 7th Street, Sheboygan WI 53083.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

PK2012

POLICE # C16-24429

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0XKSZ1		Document Override Number	
Agency Accident Number				Police Number C16-24429					
4 - Accident Date 12/25/2016		5 - Time of Accident (Military Time) 0225		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59			3 - Municipality SHEBOYGAN - 61, City			11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name N 7TH ST			14 - Bus/Front/Rmp		15 - Est. Distance 119 Ft		15 - Hwy. Dir NORTH
16 - Fr/At Hwy No.		16 - From/At Street Name GEELE AVE			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 2205		12 - Latitude 43.768699455926			13 - Longitude -87.71127210397		
80 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Sideswipe. Same Direction					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Divided-Highway-Median-Strip-Without-Traffic-Barrier									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Clear			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken			79 - E M S Number		

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel NORTH		24 - Speed Limit 25		
36 - Operating as Classified D CLASS			37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number M6008168520103			30 - State WI	31 - Expiration Year 2020	34 - On Duty Accident Fire-Fighter			
25 - Operator/Pedestrian Last Name MEYER				25 - First Name TYLER		25 - Middle Initial R	25 - Suffix	
32 - Date Of Birth 06/01/1985		33 - Sex Male						

OPERATOR/PEDESTRIAN 01

26 - Address Street & Number 725 OAK RIDGE DR						26 - PO Box		
27 - City PLYMOUTH			27 - State WI	27 - Zip Code 53073		28 - Telephone Number (262) 613-1775 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)					40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control No-Control			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors Not-Applicable								
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present					
90 - Alcohol Test Test Not Given			90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported								

124 - Highway Factors Snow,-Ice,-or-Wet, Narrow-Shoulder

Vehicle

VEHICLE 01	21 - Unit Type Truck	Vehicle Type Pickup/Utility-Truck			22 - Total Occupants 1
	56 - License Plate Number 25087	57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 4P1CJ01A9AA011289
	50 - Year 2010	51 - Make PIRC	52 - Model	53 - Body Style TK - TRUCK	54 - Color RED
	100 - Skidmarks to Impact (Ft)				
	94 - Vehicle Damage Unknown				
	95 - Extent Of Damage None	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	

123 - Vehicle Factors
Not-Applicable

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	48 - Company Name SHEBOYGAN CITY OF				
	47 - Address Street & Number 828 CENTER AVE # 205		47 - PO Box		
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3111 Ext.	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name	61 - Policy Holder First Name
	61 - Policy Holder Company CITY OF SHEBOYGAN	

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

02	Unit Status L - Legally Parked	81 - Most Harmful Event: Collision With Motor Vehicle In Transport	23 - Dir Of Travel	24 - Speed Limit 25
	36 - Operating as Classified D CLASS	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
	29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
	25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
	32 - Date Of Birth	33 - Sex		
	26 - Address Street & Number			26 - PO Box
	27 - City	27 - State	27 - Zip Code	28 - Telephone Number

OPERATOR/PEDESTRIAN	39 - Seat Position		40 - Safety Equipment Not-Applicable-Nonmotorist		
	38 - Injury Severity		41 - Airbag Not applicable	42 - Ejected Not-Applicable	44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated Not-Applicable	92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY PARKED		120 - Traffic Control No-Control		62 - No. of Citations Issued
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
	122 - Driver Factors Not-Applicable				
	88 - Driver or Pedestrian Cond		89 - Substance Presence		
	90 - Alcohol Test		90 - Alcohol Content	91 - Drug Test	
	91 - Drugs Reported				
	124 - Highway Factors Snow,-Ice,-or-Wet, Narrow-Shoulder				

Vehicle

VEHICLE 02	21 - Unit Type Automobile		Vehicle Type Passenger-Car			22 - Total Occupants 0
	56 - License Plate Number LEECPA		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 19UUA66284A072897
	50 - Year 2004	51 - Make ACUR	52 - Model TL	53 - Body Style 4D - 4DR	54 - Color BLK	100 - Skldmarks to Impact (Ft)
	94 - Vehicle Damage Front Driver Side					
	95 - Extent Of Damage Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name LEE		46 - First Name THONG	46 - Middle Initial Y	46 - Suffix	Date Of Birth 08/23/1990
	46 - Company Name					
	47 - Address Street & Number 2204 N 7TH STREET			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 918-7660 Ext.	

Insurance

02	63 - Liability Insurance Company NOT-REQUIRED		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
61 - Policy Holder Company					

INS	
-----	--

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Trailer

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - Photos By GRIEBLING 448
	<p>The diagram illustrates a street scene on Northbound Lane N 7th Street. A north arrow is shown at the top. Unit 1 is depicted as a vehicle moving northbound in the left lane. Unit 2 is shown as a vehicle parked on the right side of the road. To the right of the road, there are two rectangular structures representing buildings or parked vehicles, with the address 2205 N 7th Street indicated above them.</p>
UNIT 1 WAS TRAVELING NORTHBOUND ON N 7TH STREET. UNIT 2 WAS LEGALLY PARKED ON N 7TH STREET. THERE WAS SNOW BUILD UP ON THE EAST SIDE OF THE ROAD THAT PREVENTED UNIT 2 FROM BEING ABLE TO PARK ANY CLOSER TO THE CURB. THIS CREATED A NARROW ROAD WAY. UNIT 1 THEN STRUCK UNIT TWO CAUSING MINOR DAMAGE.	

Officer Information

125 - Officer Last Name GRIEBLING	125 - First Name CODY	125 - Middle Initial W	131 - Officer ID C448C
129 - Law Enforcement Agency No. 5981	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

Wisconsin Motor Vehicle **P0XKSZ1**

Accident Report MV4000e 01/2005

PK2012

OFFICER INFORMATION

127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number (820) 469-3333 Ext.
132 - Date Notified 12/26/2016	133 - Time Notified (Military Time) 0227	134 - Time Arrived (Military Time) 0232	135 - Date Of Report 12/26/2016
	C16-24429	19 - Special Study	
18 - Agency Space SQUAD 16			

ABRA Auto Body & Glass - West Allis

Right the First Time...On Time
WestAllis@ABRAAuto.com
1434 S 113TH ST, West Allis, WI 53214
Phone: (414) 607-8810
FAX: (414) 607-8830

Workfile ID: 92213ae4
Federal ID: 41-1484683

Preliminary Estimate

Customer: LEE, THONG

Job Number:

Written By: Dick Verbick

Insured:
Type of Loss: Liability
Point of Impact: 06 Rear

Policy #:
Date of Loss: 2/1/2017 12:00 PM

Owner:
LEE, THONG
3208 N BOOTH ST
MILWAUKEE, WI 53212
(920) 918-7660 Cell

Inspection Location:
ABRA Auto Body & Glass - West Allis
1434 S 113TH ST
West Allis, WI 53214
Repair Facility
(414) 607-8810 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

VIN: 19UUA66284A072897	Interior Color:	Mileage In: 147,041	Vehicle Out:
License: LEE CPA	Exterior Color: BLACK	Mileage Out:	
State: WI	Production Date: 9/2004	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Cassette

Premium Radio

Satellite Radio

CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Rear Spoiler
Xenon Headlamps
Power Trunk/Gate Release

Unrelated Prior Damage

Customer: LEE, THONG

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	**	Repl A/M LT Mirror assy black pearl	76250SEPA01ZB	1	227.00	0.3	0.5
3		Add for Clear Coat					0.1
4		MISCELLANEOUS OPERATIONS					
5	#	Hazardous Waste		1	5.00		
SUBTOTALS					232.00	0.3	0.6

NOTES

Prior Damage Notes:
LF DOOR MIRROR

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			232.00
Body Labor	0.3 hrs @	\$ 60.00 /hr	18.00
Paint Labor	0.6 hrs @	\$ 60.00 /hr	36.00
Paint Supplies	0.6 hrs @	\$ 40.00 /hr	24.00
Subtotal			310.00
Sales Tax	\$ 310.00 @	5.6000 %	17.36
Grand Total			327.36

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Unrelated Prior Damage

Customer: LEE, THONG

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AET4817, CCC Data Date 2/1/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



PINKEY'S CAPITAL AUTO BODY

120 W. MELVINA ST., MILWAUKEE, WI 53212
Phone: (414) 962-3380
FAX: (414) 962-0670

Workfile ID: 6547ef9d
Federal ID: 390985331
State ID: 456-0000015257-03

Preliminary Estimate

Customer: lee, thong

Job Number:

Written By: Dave Feest

Insured: lee, thong
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
lee, thong
(920) 918-7660 Business

Inspection Location:
PINKEY'S CAPITAL AUTO BODY
120 W. MELVINA ST.
MILWAUKEE, WI 53212
Repair Facility
(414) 962-3380 Business

Insurance Company:

VEHICLE

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

VIN: 19UUA66284A072897
License: UNK
State: WI

Interior Color:
Exterior Color: black
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows

POWER LOCKS

Power Mirrors
Heated Mirrors

Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

CLIMATE CONTROL

Home Link

RADIO

AM Radio

FM Radio

STEREO

Search/Seek
Cassette
Premium Radio
Satellite Radio
CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Xenon Headlamps
Power Trunk/Gate Release

Preliminary Estimate

Customer: lee, thong

Job Number:

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	*	Repl LKQ LT Mirror assy blue pearl +25%	76250SEPA01ZA	1	81.25	0.3	
3		R&I LT R&I trim panel				0.6	
4	#	Refn mirror					1.0
5	#	Hazard Waste		1	4.00		
SUBTOTALS					85.25	0.9	1.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			85.25
Body Labor	0.9 hrs @	\$ 58.00 /hr	52.20
Paint Labor	1.0 hrs @	\$ 58.00 /hr	58.00
Paint Supplies	1.0 hrs @	\$ 38.00 /hr	38.00
Subtotal			233.45
Sales Tax	\$ 233.45 @	5.6000 %	13.07
Grand Total			246.52
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			246.52

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Unrelated Prior Damage

Customer: LEE, THONG

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone-Insurance-A-Minneapolls 3615 MARSHALL STREET NE MINNEAPOLIS MN 55418 (800) 328-1845 (612) 789-1919	#AC1320106 A/M LT Mirror assy black pearl	\$ 227.00

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 239-16-17 Claim from James Noel for alleged damage to four mailboxes.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on February 28, 2017 for alleged damage to a mailbox unit when hit by a snow plow.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 239-16-17

II

4.6

R. O. No. 239 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

Finance

City Clerk

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 33-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '17 PM 3:43

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: James Noel
- 2. Home address of Claimant: 2314 W Mark Dr
- 3. Home phone number: 920 459 8003
- 4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-25-17

6. Where did damage or injury occur? (give full description) On Street Mail boxes in front of property 2314 W Mark Dr

7. How did damage or injury occur? (give full description) Snow City Snow Plow hit the 4 mailboxes attached to single Pole with arm holding the mailboxes

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: NA

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: NA

(b) Claimant's statement of basis for such liability: NA

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

2 mailboxes were damaged and Support Arm Broken

11. Name and address of any other person injured: NA

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ 48.48

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 48.48

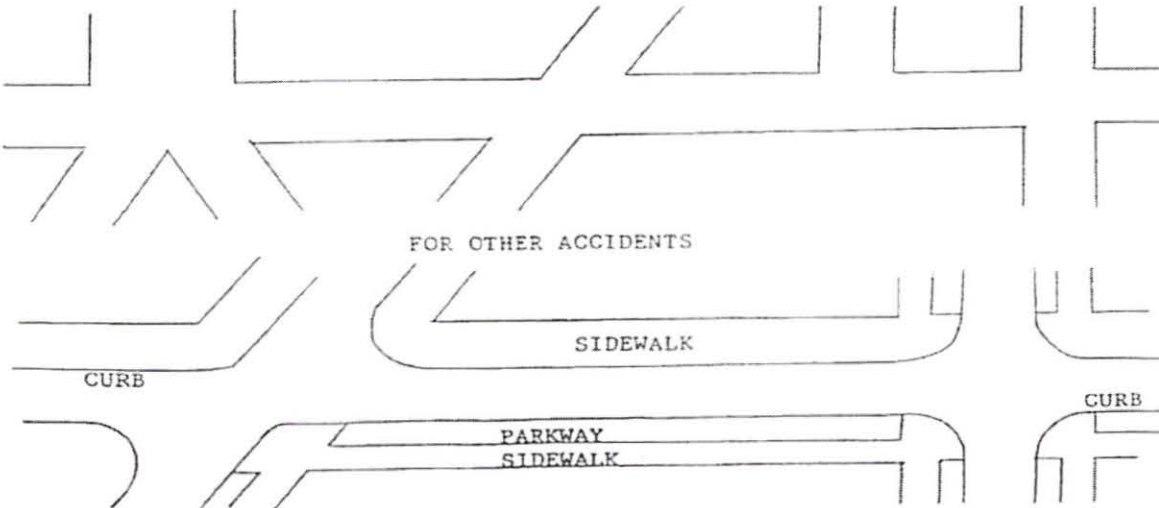
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT James J. Noel DATE 2-28-17

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 3316

CLAIM

Claimant's Name: James Noel

Auto \$ _____

Claimant's Address: 2314 W Mark Dr

Property \$ 48.48

Sheboygan WI 53083

Personal Injury \$ _____

Claimant's Phone No. 920 459 8003

Other (Specify below) \$ _____

TOTAL \$ 48.48

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 48.48.

SIGNED

James J Noel

DATE:

2-28-17

ADDRESS:

2314 West Mark Dr Sheboygan WI 53083

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

2313 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

ELITE POST MOUNT STANDAR	
2156925	14.49
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD #3	
2153984	2 @0.29
1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "H"	
2154129	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
1-1/2" GOLD LETTER "R"	
2154226	0.29
1-1/2" GOLD LETTER "A"	
2154051	0.29
1-1/2" GOLD LETTER "T"	
2154242	0.29
1-1/2" GOLD LETTER "Y"	
2154297	0.29
TOTAL	17.39
TAX SHEBOYGAN-WI 5.5%	0.96
TOTAL SALE	18.35
Visa Credit 9956	18.35
Auth Code:115292	
Chg. Transacted	

2314 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

1 1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "N"	
2154187	0.29
1-1/2" GOLD #4	
2153997	0.29
1-1/2" GOLD #3	
2153984	0.29
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD LETTER "O"	
2154190	0.29
1-1/2" GOLD LETTER "L"	
2154161	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
ELITE POST MOUNT STANDAR	
2156922	14.49
TOTAL	16.81
TAX SHEBOYGAN-WI 5.5%	0.92
TOTAL SALE	17.73
CASH	20.00
CHANGE	2.27

2307 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

10X2-1/2" GRK R4 BOPK	
2500225	8.66
2x8-3" SPF	
1021867	3.09
TOTAL	11.75
TAX SHEBOYGAN-WI 5.5%	0.65
TOTAL SALE	12.40
CASH	20.00
CHANGE	7.60
TOTAL NUMBER OF ITEMS =	2
THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:	
6717	

Now Hiring

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. 344-15-16 is a claim from Rachel Colbath for alleged injuries.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The notice of claim was received on March 16, 2015 for alleged injuries that occurred when claimant slipped and fell on ice while crossing Michigan Avenue.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 267-14-15
- II. R. C. 353-14-15
- III. R. C. 344-15-16

VI

7.13

R. C. No. 344- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 353-14-15 by Finance to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. Michael Henderson Mayor

VI

6.15

R. C. No. 353- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the document be referred to the new Common Council.

*Refer to
new Council
(Finance)*

John B. [Signature]
Julie Kathy [Signature]
[Signature]

[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finasset
new C.C.

Susan Richards
City Clerk

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 31-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

*emailed +
scanned
3-16-15*

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Rachel L. Colbath
2. Home address of Claimant: 2350 N. 13th Street Sheboygan, WI 53083
3. Home phone number: 1(920) 930-8256 cell, 1(920) 783-8033 home
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/14/15 2:00pm

6. Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.

7. How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attached photos.

(b) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefore this area is to be kept clear of snow/ice by the city of Sheboygan.

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$ pending

Other: (Specify below) \$ lost wages - pending.

TOTAL pending medical bills

Damaged vehicle (if applicable)

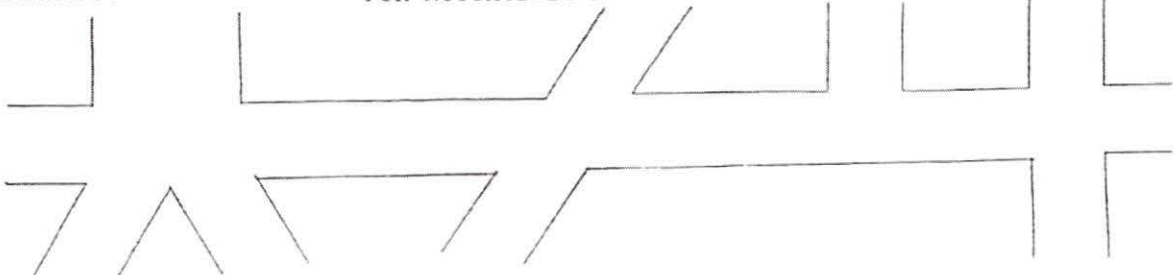
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

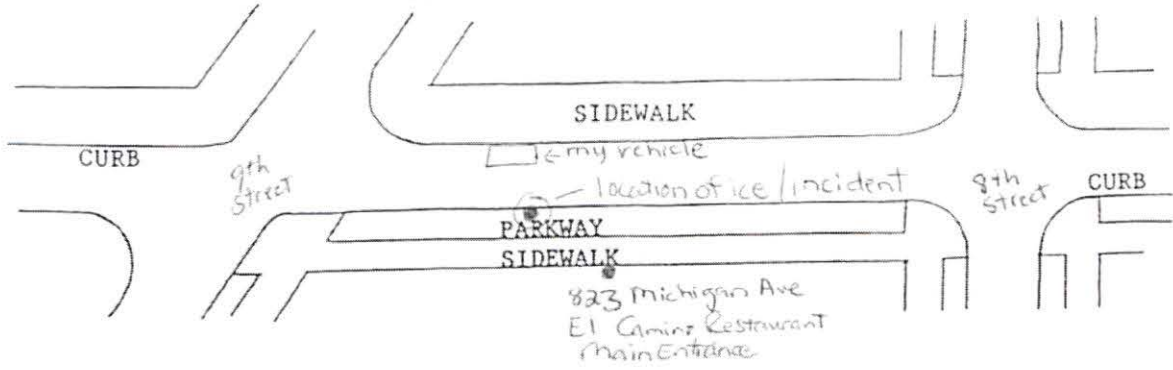
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-8-15

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 31-14

CLAIM

Claimant's Name:	<u>Rachel L. Colbath</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>2350 N. 13th Street</u>	Property	\$ <u>N/A</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ <u>Pending</u>
Claimant's Phone No.	<u>1(920)980-8256, 1(920)785-8033</u>	Other (Specify below)	\$ <u>Pending</u>
		TOTAL	<u>Pending</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ _____.

Pending

SIGNED: Rachel Colbath

DATE: 3-8-15

ADDRESS: 2350 N. 13th Street Sheboygan, WI 53083

823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15

5:30pm





CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. 348-15-16 Notice of Injury or Circumstances for Braeden J. Scheele submitted by Brian Scheele and Faith Danbrova.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Notice of Injury or Circumstances was received on November 1, 2015.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 207-15-16
- II. R. C. 348-15-16

VI

7.17

R. C. No. 348 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 207-15-16 by the City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath
[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. Michael Houdess, Mayor

II

Other Matters

9.3

R. O. No. 207 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova.

City Clerk

Finance

Rec'd 11-13-15
Claim # 10-15

NOTICE OF INJURY OR CIRCUMSTANCES
Pursuant to Wisconsin Statute Section 893.80(1d)(a)

This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s) BRAEDEN J. SCHEELE, MINOR SON OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Date and Time of Event Giving Rise to the Claim: JULY 16 @ 5:15 P.M.

Location of Event Giving Rise to the Claim: THE HOME AT ABOVE ADDRESS.

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

AFTER DEEP CONTEMPLATION AND THE LEGAL OPINION OF AN ATTORNEY, WE AS A FAMILY, BELIEVE THAT IN THE COURSE OF A SEARCH WARRANT, OUR FOURTH, FIFTH AND SIXTH AMENDMENT RIGHTS WERE VIOLATED, AND THAT THERE WAS AN UTTER DISREGARD TO THE SAFETY OF OUR MINOR SON BY ENDANGERING HIM, LEAVING HIM DETAINED IN THE POTENTIAL LINE OF FIRE OUTSIDE OF OUR HOME, BY FORCING HIM TO WITNESS THE SEARCH OF OUR GARAGE. WE ALSO BELIEVE THAT AN INVESTIGATIONAL DETENTION OF FAITH (HANDCUFFED) AND SON BRAEDEN EXCEEDED WHAT THE SUPREME COURT DEEMS ALLOWABLE, THUS, BY ALL LEGAL STANDARDS, THE INVESTIGATIONAL DETENTION TURNED INTO AN ACTUAL ARREST, IN WHICH NEITHER FAITH OR MINOR SON BRAEDEN WERE MIRANDIZED, (FALSE ARREST) FOR THE PURPOSES OF STAYING WITHIN THE 120 DAY LIMITATION OF WISCONSIN STATUTE 893.80 (1d)(a) WE ARE SIMPLY PUTTING BOTH THE SHEBOYGAN POLICE DEPARTMENT AND THE SHEBOYGAN COUNTY SHERIFFS DEPARTMENT ON NOTICE, AND WILL PROVIDE THE NAMES OF THE PERSONS IN CHARGE, INVOLVED WHEN WE OBTAIN REPORTS FROM BRIAN'S DEFENSE ATTORNEY, KIRK OBEAR. FURTHER, WE ARE PLANNING ON RETAINING THE LAW OFFICE OF JEFF SCOTT OLSON IN THIS MATTER. THANK YOU.

Signature(s) of claimant or claimant's agent:
[Signature] ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV. 1, 2015
[Signature] Date: 11-1-15
Date: _____

NOTICE OF CLAIM AND CLAIM FOR DAMAGES
Pursuant to Wisconsin Statute Section 893.80(1d)(b)

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): BRAEDEN J. SCHEELE (MINOR SON) OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

*PURSUANT TO WISCONSIN STATUTE SECTION 893.80(1d)(b),
WE WILL PROVIDE DETAILS OF DAMAGE CLAIM UPON ADVICE
OF AN ATTORNEY.*

Signature(s) of claimant or claimant's agent:

FAITH C. DANBROVA *ON BEHALF OF MYSELF*
Brian Scheele *AND MINOR SON, BRAEDEN*

Date: NOV 1, 2015

Date: 11-1-15

Date: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 13-16-17 Notice of Injury and Circumstances submitted by Hausmann-McNally, SC on behalf of the claimant, Carlos Medina-Fonseca.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 4, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Notice of Injury or Circumstances was received on April 28, 2016.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 13-16-17

II

4.8

R. O. No. 13 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

Inance

City Clerk

APR 28 '16 PM 2:55

Claim# 28.15

NOTICE OF INJURY & CIRCUMSTANCES OF CLAIM
WIS. STAT. § 893.80 (1d) (a)

TO: CITY OF SHEBOYGAN
C/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

SHEBOYGAN AREA SCHOOL DISTRICT
C/o DAVID GALLIANETTI, Board President
830 Virginia Avenue
Sheboygan, WI 53081

RANDIE BARROWS
3517 North 6th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on January 14, 2016, at about 9:00 am, Carlos Medina-Fonseca, a minor living with his father at 517 North 15th Street, Sheboygan, WI 53081, was involved in a motor vehicle collision on North 14th Street near the intersection with Pennsylvania Avenue in Sheboygan, WI, all of which is described more fully in detail below.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said incident, Carlos Medina-Fonseca sustained personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

Liability for the injuries is claimed as follows:

The City of Sheboygan, Sheboygan Area School District, on account of its liability for the acts of its agents and/or

employees, and particularly Randie Barrows, who was acting within the scope of his employment at the time of said accident.


At said time and place, Randie Barrows was driving a motor vehicle owned by Sheboygan Area School District. Randie Barrows was eastbound attempting to exit an alley to cross North 14th Street when he collided with the motor vehicle being driven by April Lloyd. As result of this collision, Carlos Medina-Fonseca was injured, causing him to sustain personal injuries, which necessitated medical care and attention.

The said collision was caused by the negligence of the Sheboygan Area School District and the City of Sheboygan, on account of its employee, Randie Barrows, for negligently operating said motor vehicle at and immediately prior to the time of said accident.

Said employee, Randie Barrows, failed to maintain control of the motor vehicle, failed to yield at an intersection, failed to keep a proper lookout, failed to stop to avoid a collision, and drove inattentively at and immediately prior to the time of said collision.

As a proximate result of the above-described negligence, Carlos Medina-Fonseca sustained personal injuries to his lower and mid back, and head, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering.

DATED at Milwaukee, Wisconsin this 18 day of April, 2016.

BY: 
JOHN F. MCNALLY
SBW#: 01013701
Attorney for Claimant

P.O. ADDRESS:

633 West Wisconsin Avenue
Suite 2000
Milwaukee, WI 53203
414 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Hausmann-McNally, S.C. on behalf of the claimant, Carlos Medina-Fonseca, at 633 West Wisconsin Avenue, Suite 2000, Milwaukee, WI 53203. (414) 271-5300.

Duly served this 20 day of April 2016
at 1:35 AM, PM UPON M.D.
as ~~personal~~ or substituted service
at City Clerks Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by Kniff Title Deputy
Sheboygan County Sheriff's Department

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 161-16-17 Notice of Injury and Notice of Claim from Robert Elliott, Attorney at Law on behalf of Kurt Klessig.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 4, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Notice of Injury and Notice of Claim was received on November 14, 2016.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 161-16-17

II

3.2

R. O. No. 161-16-17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig.

France

City Clerk

claim# 16-14

NOV 14 16 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF KURT KLESSIG

Process Server
Time 2: 15
Served Upon
828 Cent. Ave. Suite 301, Sheboygan
() Personal
() Posted
Pabst
11/14/16
Mr. Mike Vandersteen

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Kurt Klessig, residing at 1731 S. 13th Street in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns into the tavern knowing that the man they had seen behind the bar and

the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe physical and mental injury to Kurt Klessig, causing him to incur severe pain, suffering, disfigurement and disability in the past and which he reasonably believes he will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Kurt Klessig which he reasonably believes he will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Kurt Klessig, contrary to 42 U.S.C. §1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: \$2,500,000.00
2. Actual attorney's fees: \$ 800,000.00

WHEREFORE, claimant Kurt Klessig requests fair compensation for the above-described injuries in the amount of \$3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.



ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this

10th day of ~~August~~, 2016

November



Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

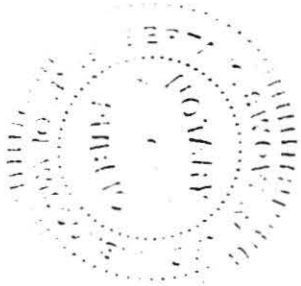
KURT KLESSIG, being duly sworn on oath deposes and says: That he is an adult resident of the State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.


KURT KLESSIG

Subscribed and sworn to before me
this 31st day of August, 2016



Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 162-16-17 Notice of Injury and Notice of Claim from Robert Elliott, Attorney at Law on behalf of Mary Heitzmann.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 4, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Notice of Injury and Notice of Claim was received on November 14, 2016.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 162-16-17

II

3.3

R. O. No. 162- 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann.

City Clerk

Janice

Claim # 17-16

NOV 14 10:24:23

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF MARY HEITZMANN

Process Server
Time 2:15 P.M. Date 11/14/16
Served Upon Mike Vandersteen
828 Center Avenue Suite 101 Sheboygan
 Personal Substitute
 Resided Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Mary Heitzmann, residing at 2206 Sunflower Avenue in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns

into the tavern knowing that the man they had seen behind the bar and the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe mental injury to Mary Heitzmann, causing her to incur severe mental suffering and disability in the past and which she reasonably believes she will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Mary Heitzmann which she reasonably believes she will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Mary

Heitzmann, contrary to 42 U.S.C. §1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

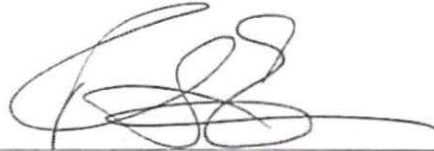
1. Pain, suffering, disfigurement and disability, loss of earning capacity: \$2,500,000.00
2. Actual attorney's fees: \$ 800,000.00

WHEREFORE, claimant Mary Heitzmann requests fair compensation for the above-described injuries in the amount of \$3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.



ROBERT L. ELLIOTT

ADDRESS:

Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10 day of ~~August~~, 2016

November


Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

MARY HEITZMANN, being duly sworn on oath deposes and says: That she is an adult resident of the State of Wisconsin; that she has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

Mary Heitzmann
MARY HEITZMANN

Subscribed and sworn to before me
this 31 day of August, 2016

Laura K. Swerdlow

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. 280-16-17 Claim from Thana Frank for alleged damage to the lawn at her residence.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 3, 2017

MEETING DATE: April 10, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The claim was received on March 30, 2017 for alleged damage to claimant's lawn and ditch when a Sheboygan Transit bus slid into the ditch.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. 280-16-17

II

4.2

R. O. No. 280 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road.

City Clerk

Finance

DATE RECEIVED 3-30-17

RECEIVED BY MD MAR 30 '17 AM 11:05

CLAIM NO. 3416

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Thana Frank

2. Home address of Claimant: 1730 N. 38th Street Sheboygan WI 53081

3. Home phone number: 920-207-0685

4. Business address and phone number of Claimant: Aurora Sheboygan Clinic
2414 Kohler Memorial Dr. Sheboygan WI 53081 920-457-4461 ext 1826

5. When did damage or injury occur? (date, time of day) Wednesday, March 1, 2017, morning

6. Where did damage or injury occur? (give full description) Shoreline Metro
slid off into our ditch, and caused significant ruts in
our grass and ditch. Deep, long ruts. Torn up our grass.

7. How did damage or injury occur? (give full description) Shoreline Metro
bus slid off the road, causing damage to our ditch.
Pulling out the bus via tow truck caused more
significant ruts. Torn up our grass.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: n/A

(b) Claimant's statement of the basis of such liability: n/A

n/A

n/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: n/A

n/A

(b) Claimant's statement of basis for such liability: n/A

n/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Property damage to our ditch, significant ruts and
torn up grass. No injuries.

11. Name and address of any other person injured: n/A

n/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ n/A

Property: \$ 165.00

Personal injury: \$ n/A

Other: (Specify below) \$ n/A

TOTAL \$ 165.00

Damaged vehicle (if applicable)

Make: n/A Model: n/A Year: n/A Mileage: n/A

Names and addresses of witnesses, doctors and hospitals: n/A

n/A

n/A

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

n/A

SIGNATURE OF CLAIMANT



DATE 03-08-17

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

MAR 30 '17 AM 11:05

CLAIM NO. 3416

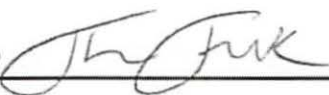
CLAIM

Claimant's Name:	<u>Thana Frank</u>	Auto	\$ <u>n/A</u>
Claimant's Address:	<u>1730 N. 38th Street</u> <u>Sheboygan WI 53081</u>	Property	\$ <u>165.00</u>
Claimant's Phone No.	<u>920-207-0685</u>	Personal Injury	\$ <u>n/A</u>
		Other (Specify below)	\$ <u>n/A</u>
		TOTAL	\$ <u>165.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 165.00.

SIGNED  DATE: 03-08-17

ADDRESS: 1730 N. 38th Street Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
 MAIL TO: CLERK'S OFFICE
 828 CENTER AVE #100
 SHEBOYGAN WI 53081

1730 N 38th Street
Sheboygan, WI 53081

Dear Resident:

On Wednesday, March 1, 2017, a Metro Connection bus was involved in an incident at your residence. The bus slid off the roadway during a snowstorm and may have caused some damage to your property. I was able to take pictures of the area for our record on the afternoon of March 2, 2017.

If you feel the damage to your property was the result of the aforementioned incident, you have the right to file a claim with the City of Sheboygan. Shoreline Metro is owned and operated by the City of Sheboygan. All claims must be received by the Clerk's Office at City Hall in Sheboygan. For more information on filing a claim, please visit their office on the first floor of City Hall or contact them at (920) 459-3361.

Sincerely,



Derek Muench
Director of Transit & Parking
City of Sheboygan
(920) 459-3140



Thana Frank <thanaagnes@gmail.com>

Landscape Estimate

1 message

Superior Lawn & Garden <Superiorlawnandgarden@excel.net>
To: thanaagnes@gmail.com

Thu, Mar 16, 2017 at 9:03 AM

Hello Thana,

The estimate would be as follows:

Place pulverized topsoil in ditch area
Seed, fertilize, and cover

Total: \$165.00 + Tax

Please let us know how you wish to proceed!

Thanks,
John

Superior Lawn and Garden Center, LLC
6510 Superior Ave.
Kohler, WI 53044

Phone #: (920) 467-2031
Fax #: (920) 467-3988
Email: superiorlawnandgarden@excel.net