

OneWest Bank N.A.
2900 Esperanza Crossing
PO Box 85400
Austin, TX 78758

Plaintiff

14CV010313

RECEIVED

AUG 20 2015

CITY OF WEST ALLIS
CITY CLERK

SUMMONS

Case No:

HON. PAUL VAN GRUNSVEN, BR. 9

CIVIL P

vs

Case Code: 30404

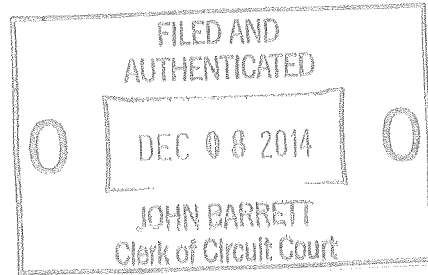
Lillian J. Brozovich aka Lillian Brozovich
7400 West Greenfield Avenue, Apartment #711
West Allis, WI 53214

Unknown Spouse of Lillian J. Brozovich
aka Lillian Brozovich
7400 West Greenfield Avenue, Apartment #711
West Allis, WI 53214

Unknown Tenants
2104 South 92nd Street
West Allis, WI 53227

City of West Allis Community Development Authority
7525 West Greenfield Avenue Room 220
West Allis, WI 53214

Defendants



THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, 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 statutes. The answer must be sent or delivered to the court, whose address is:

Milwaukee County Clerk of Circuit Court
901 North 9th Street
Milwaukee, WI 53233

and to the plaintiff's attorney whose address is:

J Peterman Legal Group Ltd.
165 Bishops Way, Suite 100
Brookfield, WI 53005

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an 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 December, 2014



Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@jplegalgroup.com

Printed Name:

Title:

Address of Server:

Date:

Person Served:

Person

Parties

Substitute

Corporate

OneWest Bank N.A.
2900 Esperanza Crossing
PO Box 85400
Austin, TX 78758

Plaintiff

COMPLAINT
Case No:

vs

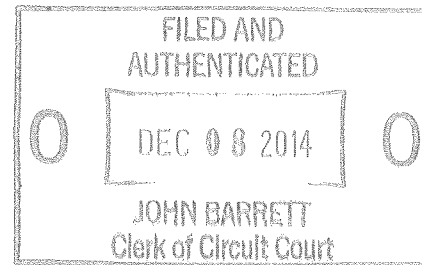
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Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, J Peterman Legal Group Ltd., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. OneWest Bank N.A. is a foreign corporation with offices located at 2900 Esperanza Crossing, PO Box 85400, Austin, TX 78758. OneWest Bank N.A. is the plaintiff in this action as it holds the subject mortgage.
2. That Lillian Brozovich aka Lillian J. Brozovich is an adult who, upon information and belief, resides at 7044 West Greenfield Avenue, Apartment #711, West Allis, WI 53214, and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Lillian J. Brozovich aka Lillian Brozovich, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Unknown Tenants are a party to this action by virtue of any leasehold interest they may have in the subject property.

5. That City of West Allis Community Development Authority is a party to this action by virtue of a Junior Mortgage between Lillian J. Brozovich, mortgagor, and City of West Allis Community Development Authority, mortgagee, dated February 24, 1995 and recorded March 6, 1995 as document number 7059149 in the amount of \$6,169.00. Said mortgage was subordinated to the mortgage recorded May 24, 1995 as document number 7085125 by a Subordination Agreement recorded May 24, 1995 as document number 7085127.
6. On or about May 12, 1995 for value received, mortgagor executed and delivered to the original lender, Unity Mortgage Corp. dba The Reverse Mortgage Company, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$117,000.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Unity Mortgage Corp. dba The Reverse Mortgage Company which mortgage was recorded May 24, 1995 as document number 7085125. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to Financial Freedom Senior Funding Corporation by an assignment recorded on April 22, 2009 as document number 9729391.
9. That mortgage was subsequently assigned to Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC by an assignment recorded on March 26, 2010 as document number 9857955.
10. That mortgage was subsequently assigned to the plaintiff/beneficiary listed herein, OneWest Bank N.A., by an assignment recorded on August 14, 2014 as document number 10386009. A copy of said assignment is attached to this complaint as Exhibit "C". Said assignment was corrected by a Correction Instrument recorded on December 3, 2014 as document number 10416368. A copy of said Correction Instrument is attached to this complaint as Exhibit "D".
11. The plaintiff has accelerated the debt and has required immediate payment in full of all sums secured by the subject mortgage as a result of the subject property not being the principal residence of at least one surviving mortgagor. The plaintiff has directed foreclosure proceedings be instituted against these defendants. Mortgagor owes a net amount due of \$208,435.29. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
12. The property consists of a Single Family Property known as 2104 South 92nd Street, West Allis, WI 53227. The property does not constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

Lot 16 and the East 16 feet of Lot 17 in Block 9 in McGeoch's Woodlawn Addition, being a part of the Southwest 1/4 of Section 4, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

13. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) 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.
14. That the other defendants, if any, may have or claim to 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:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

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;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagor defendant 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.

Dated this 5th day of December, 2014



Atty. Chaz M. Rodriguez
J Peterman Legal Group Ltd.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@jplegalgroup.com

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

1. J Peterman Legal Group Ltd. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to J Peterman Legal Group Ltd. will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 7 of the Notice.
4. The debt described in the complaint attached hereto will be assumed valid by J Peterman Legal Group Ltd. unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies J Peterman Legal Group Ltd. in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, J Peterman Legal Group Ltd. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by J Peterman Legal Group Ltd.
6. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to J Peterman Legal Group Ltd. within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by J Peterman Legal Group Ltd.
7. **The law does not require J Peterman Legal Group Ltd. to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**
8. Written request should be addressed to J Peterman Legal Group Ltd., 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719
9. This advice pertains to your dealings with our firm 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 our firm, and you must follow its instructions, even if you dispute the validity or the amount of the debt. The advice in this notice also does not affect our relations with the court. As attorneys, we may file papers in the suit according to the court's rules and the judge's instructions.

If you have previously received a Chapter 7 discharge in bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

**ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)**

MAY 12

1995

2104 SOUTH 92ND STREET, WEST ALLIS, WISCONSIN 53227
[Property Address]

HEREBY CERTIFIED TO
BE TRUE AND CORRECT COPY
OF THE ORIGINAL

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE COMPANY and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender, up to a maximum principal amount of ONE HUNDRED SEVENTEEN THOUSAND AND 00/100 (\$ 117,000.00) to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated MAY 12, 1995 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on APRIL 12, 2078. Interest will be charged on unpaid principal at the rate of SEVEN AND 760/1000 percent (7.7600 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

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." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE CO., 600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD, #600, ATLANTA, GEORGIA 30328 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of JUNE, 1996, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of ONE AND 600/1000 percentage points (1.6000 %) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease, then Lender shall recalculate the balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PAY

A Borrower receiving monthly payments under the Loan Agreement 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. Otherwise, a Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty after giving Lender two (2) weeks notice. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) A Borrower conveys all of his or her title to the Property and no other Borrower retains title to the Property in fee simple or on a leasehold interest as set forth in 24 CFR 208.45(a).

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of said debt. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives 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.

9. 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 a notice of that 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.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
 - (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.
- If the circumstances described in (i) or (ii) occur, then all payments made by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

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


LILLIAN BROZOVICH [Seal]
a/k/a LILLIAN J. BROZOVICH -Borrower

[Seal]
-Borrower

RECORD AND RETURN TO:
UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE CO
600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD, #600
ATLANTA, GEORGIA 30328

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT _____ -11 25 AM

MAY 24 1995
REEL 3550 IMAGE 800 TO 804
REGISTER OF DEEDS

(Space Above This Line For Recording Data)

State of Wisconsin

ADJUSTABLE RATE MORTGAGE

FHA Case No. _____

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is LILLIAN BROZOVICH, SINGLE
a/k/a LILLIAN J. BROZOVICH

MAY 12 1995

whose address is 2104 SOUTH 92ND STREET
WEST ALLIS, WISCONSIN 53227

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

UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE COMPANY
which is organized and existing under the laws of THE STATE OF GEORGIA
600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD, #600.
ATLANTA, GEORGIA 30328

and whose address is

("Lender").

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, up to a maximum principal amount of

ONE HUNDRED SEVENTEEN THOUSAND AND 00/100

(\$ 117,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on APRIL 12, 2078. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in MILWAUKEE County, Wisconsin:

LOT SIXTEEN (16) AND THE EAST SIXTEEN (16) FEET OF LOT SEVENTEEN (17) IN BLOCK NINE (9) IN MC GEOCH'S WOODLAWN ADDITION, BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION FOUR (4), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

7085125

RECORD 18.00

which has the address of 2104 SOUTH 92ND STREET [Street]

WEST ALLIS WISCONSIN 53227 ("Property Address");
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

1800



3. 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. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender and the Secretary of Housing and Urban Development ("Secretary"). 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 to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, 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 first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. 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.

4. Preservation and Maintenance of the Property, Leaseholds. 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. 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.

5. 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. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges 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 as provided for in the Loan Agreement and shall be secured by this Security Instrument.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property.

7. 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 shall be paid to Lender and Borrower jointly. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary to the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. 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.

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

9. Grounds for Acceleration of Debt.

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) A Borrower conveys all of his or her title in the Property and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than ninety-nine years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower.

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

"Principal residence" shall have the same meaning as in the Loan Agreement.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9 occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9. Lender shall not have the right to foreclose until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for at least ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Property is foreclosed. If this Security Instrument is assigned to the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. 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 (2) 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 mortgage lien.

12. First Lien Status.

(a) **Modification.** If state law limits the first lien status of this Security Instrument as originally executed and recorded, to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Lender from making Loan Advances secured by the first lien, Borrower agrees to execute any additional documents required by the Lender and approved by the Secretary to extend the first lien status to an additional amount of debt and an additional number of years and to cause any other liens to be removed or subordinated as provided in the Loan Agreement. If state law does not permit extension of the first lien status, whether or not due to any action of the Borrower, then for purposes of Paragraph 9 Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by 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 ten (10) days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Security Instrument on the Property to the Secretary.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note secured by this Security Instrument unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by Secretary and secured by the Second Security Instrument; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. 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.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. An assignment made in accordance with the regulations of the Secretary shall fully relieve the Lender of its obligations under this Security Instrument. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. 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 all Borrowers jointly designate. 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.

17. 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.

18. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

19. 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 this 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 19.

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 this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, 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 20, 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.

21. Adjustable Rate Feature. Under the Note, the initial stated interest rate of 7.7600 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on JUNE 01, 1996, and on that day of each succeeding year ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate"). The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate. The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitations and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees and other charges, shall be obligatory.

26. 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).]

Condominium Rider
 Other(s) [specify]

Shared Appreciation Rider

Planned Unit Development 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:

Lillian J. Brozovich (Seal)
LILLIAN BROZOVICH -Borrower
a/k/a LILLIAN J. BROZOVICH

_____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN

WAUKESHA

County ss:

This instrument was acknowledged before me on MAY 12, 1995

by LILLIAN BROZOVICH

a/k/a LILLIAN J. BROZOVICH

(Seal, if any)

John A. Bell
Signature of notarial officer
Name: JOHN A. BELL

Closing Agent
Title (and Rank)

[My commission expires: 5-2-99]

This instrument was drafted by SHERRY JENNISON
UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE COMPANY

* 1 0 3 8 6 0 0 9 *

DOC.# 10386009

RECORDED 08/14/2014 01:52PM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Prepared by, Recording Requested By and Return to:

JAY WILEY

Financial Freedom

2900 Esperanza Crossing

Austin, TX 78758

Assignments DM-01-01

Loan: 61496

Parcel: 478-0290-000

ASSIGNMENT OF MORTGAGE

Min: 10085490000614962

MERS Phone: 1-888-679-6377

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS, does hereby assign and transfer to ONEWEST BANK N.A., ITS SUCCESSORS AND ASSIGNS, forever and without recourse, whose address is 2900 Esperanza Crossing, Austin, TX 78758, all its right, title and interest in and to a certain Mortgage from LILLIAN BROZOVICH, SINGLE A/K/A LILLIAN J. BROZOVICH to UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE COMPANY for \$117,000.00, dated 5/12/1995 of record on 5/24/1995 in Book 3550 Page 800-804 as Document 7085125, in the MILWAUKEE County Clerk's Office, State of WISCONSIN.

Property Address: 2104 SOUTH 92ND STREET, WEST ALLIS, WISCONSIN 53227

Legal description: SEE THE EXHIBIT A

Executed this JUN 23 2014

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS



By: MELINDA LEA DAVIS
Title: ASSISTANT SECRETARY

Assignment Prepared By: JAY WILEY

Financial Freedom

2900 Esperanza Crossing

Austin, TX 78758

Assignments-DM-01-01

Prepared: 



STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on JUN 23 2014 by MELINDA LEA DAVIS the ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS on behalf of said corporation.

Lutricia Carter

Notary Public in and for the State of Texas
Notary's Printed Name: LUTRICIA CARTER
My Commission Expires: 9/19/2017
Mortgage for \$117,000.00 dated 5/12/1995



EXHIBIT A

LOT SIXTEEN (16) AND THE LAST SIXTEEN (16) FEET OF LOT SEVENTEEN (17) IN BLOCK NINE (9) IN
MCGEOCH'S WOODLAWN ADDITION, BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF
SECTION FOUR (4) IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF WEST
ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

* 1 0 3 8 6 0 0 9 *

DOC.# 10386009

RECORDED 08/14/2014 01:52PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Prepared by, Recording Requested By and Return to:
JAY WILEY
Financial Freedom
2900 Esperanza Crossing
Austin, TX 78758
Assignments DM-01-01
Loan: 61496

Parcel: 478-0290-000

ASSIGNMENT OF MORTGAGE

Min: 10085490000614962 MERS Phone: 1-888-679-6377

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS, does hereby assign and transfer to ONEWEST BANK N.A., ITS SUCCESSORS AND ASSIGNS, forever and without recourse, whose address is 2900 Esperanza Crossing, Austin, TX 78758, all its right, title and interest in and to a certain Mortgage from LILLIAN BROZOVICH, SINGLE A/K/A LILLIAN J. BROZOVICH to UNITY MORTGAGE CORP. DBA THE REVERSE MORTGAGE COMPANY for \$117,000.00, dated 5/12/1995 of record on 5/24/1995 in Book 3550 Page 800-804 as Document 7085125, in the MILWAUKEE County Clerk's Office, State of WISCONSIN.

Property Address: 2104 SOUTH 92ND STREET, WEST ALLIS, WISCONSIN 53227
Legal description: SEE THE EXHIBIT A

Executed this JUN 23 2014

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS


By: MELINDA LEA DAVIS
Title: ASSISTANT SECRETARY

Assignment Prepared By: JAY WILEY
Financial Freedom
2900 Esperanza Crossing
Austin, TX 78758
Assignments-DM-01-01

Preparer: 

Exhibit "A"

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on JUN 23 2014 by MELINDA LEA DAVIS the ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS on behalf of said corporation.

Lutricia Carter

Notary Public in and for the State of Texas
Notary's Printed Name: LUTRICIA CARTER
My Commission Expires: 9/19/2017
Mortgage for \$117,000.00 dated 5/12/1995

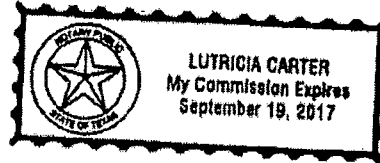


EXHIBIT A

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ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

Notice of Availability of Mediation

What is the foreclosure mediation program?

Milwaukee County's foreclosure mediation program is administered by the Metro Milwaukee Mediation Program and is part of the Wisconsin Foreclosure Mediation Network. This Network receives funding from the Wisconsin Department of Justice and support from your local courts.

The Program is available to assist homeowners facing a mortgage foreclosure action in Milwaukee County. 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 possible modification of the loan terms.

The Program is available to parties to a first or second mortgage foreclosure action involving a one-four family residential property. You need not reside in the property, but you may not own more than four other rental properties. In addition, the action must be pending in Milwaukee County. Vacation properties or "seasonal homes" are not eligible, nor are homes under bankruptcy protection.

How does the homeowner request foreclosure mediation?

Along with this notice, you have also received the Mediation Request Form. This form is also available through the Court's website at <http://www.co.Milwaukee.wi.us/clerk-courts> and the Metro Milwaukee Foreclosure Mediation website at <http://www.MediateMilwaukee.com>. You should complete and send your request form to the program within 30 days of receiving the summons, but if that date has passed, you can still make a late request, as mediation might still be a possibility.

Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to you via mail or email. Your second step is to contact your housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$150 by check, money order or credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$150 is due at the time of their consent.

Is participation in mediation required?

Participation is voluntary for the homeowner/borrower and lender. Sometimes, lenders will choose not to participate in mediation. Some reasons lenders may not participate include situations when prior refinances or modifications didn't work out.

While entry into the Foreclosure Mediation Program is voluntary for both parties, by consenting, the parties agree to abide by the process set forth in the court's local rules or directives.

If the Lender declines the invitation to mediate, the Program Administrator will refund \$125 of your mediation fee. The remaining \$25 is non-refundable and used to off-set program administrative costs.

How can the Housing Counselor help?

In order to increase the chance of success at mediation, you are matched with a housing counselor in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. If you do not take this step, the mediation cannot proceed. **It is crucial that you provide them all the items they request.**

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor. You and your lender must each pay a non-refundable mediation fee of \$150 before the case can be scheduled for mediation. Credit card payments are accepted by telephone at 414-939-8800 or you may mail a check or money order to the Metro Milwaukee Foreclosure Mediation Program at P.O. Box 633, Milwaukee, WI 53201.

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and 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 right to object to anything that you disagree with in the Complaint.

Do you need a lawyer to participate in the mediation program?

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney. You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 or the local Legal Aid Society of Milwaukee, 414- 727-5373, to obtain the names of attorneys who may be able to assist you. If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

Where can I find additional foreclosure resources?

More information on resources for homeowners facing foreclosure is available at www.mediatewisconsin.com.



Mediation Request Form

Within 30 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Metro Milwaukee Foreclosure Mediation Program by:



Mail: Metro Milwaukee Foreclosure Mediation Program (MMFMP), P.O. Box 633, Milwaukee, WI 53201
Phone: (414) 939-8800 **Fax:** (414) 939-8803
Email: apply@mediatemilwaukee.com
Online: www.mediatemilwaukee.com



Name of all Homeowner(s) (who has title):		Lillian J. Brozovich aka Lillian Brozovich	
Name of all Borrower(s) (who signed the loan):			
Full property address (Street/City/State/ZIP):		2104 South 92nd Street, West Allis, WI 53227	
Mailing address (if different):			
Number of units you own at property location:			
Email address:			
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Home Phone:		Work Phone:	
Cell Phone:		Alternate Phone:	
Best phone to reach you during the day? <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Alternate			
Name of Lender/Plaintiff in your case:		Financial Freedom as servicer for OneWest Bank N.A.	
Name of Servicer (you make your mortgage payment to them):		Financial Freedom	
Name of County where this home is located:		Milwaukee	
Case Number (located on your Summons):		14 CV	
Date you received the Summons and Complaint:			
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:			
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?			
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Continued on page 2

The Metro Milwaukee Foreclosure Mediation Program is administered by Metro Milwaukee Mediation Services, Inc. with support from the Milwaukee County Clerk of Courts and Wisconsin Department of Justice through the Wisconsin Foreclosure Mediation Network.

How did you hear about the Metro Milwaukee Foreclosure Mediation Program?

- Colored forms attached to summons (pink, yellow or green)
- Website (which one):
- Housing Counselor (Name):
- Radio announcement (which one):
- Hotline (which one):
- Other (please explain):

Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program is operated by Metro Milwaukee Mediation Services, Inc. MMFMP will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile 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 also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through a program designated online Portal.

I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.

Property Owner's Signature

Date

PLEASE NOTE: You are not "in mediation" until you have completed all three steps below. Once you have fully completed all three steps, you will be considered "in mediation."

Step 1:

Within 30 days from the date you received the foreclosure Summons, complete the attached Request form and return it to the Metro Milwaukee Foreclosure Mediation Program:

- Mail:** Metro Milwaukee Foreclosure Mediation Program (MMFMP), P.O. Box 633, Milwaukee, WI 53201
- Phone:** (414) 939-8800 **Fax:** (414)939-8803
- Email:** apply@mediatemilwaukee.com
- Online:** www.mediatemilwaukee.com

You have Completed Step 1. If you are deemed eligible for mediation, you will receive the name of your housing counselor within two (2) business days.

Step 2:

Call and meet with your assigned housing counselor and help them put together a complete financial package. Promptly collect and deliver to them all of the items they request. This step is critical. This should be done within two (2) weeks or sooner.

Step 3:

Pay to the Metro Milwaukee Foreclosure Mediation Program the Mediation Request fee of \$150 by check, money order, or to make a credit/debit card payment call 414-939-8800.

