

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

US Bank Trust National Association as Trustee vs.
Barbara Schwellinger et al

**Electronic Filing
Notice**

Case No. 2022CV002059
Class Code: Foreclosure of Mortgage

FILED

03-30-2022

George L. Christenson

Clerk of Circuit Court

2022CV002059

Honorable Lindsey Grady-

23

Branch 23

CITY OF WEST ALLIS
7525 W GREENFIELD AVENUE
WEST ALLIS WI 53214

Case number 2022CV002059 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: c3664a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: March 31, 2022

Sn
4/6/22

6 APR 22 PM 12:25
CITY OF WEST ALLIS

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STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

MILWAUKEE COUNTY

U.S. BANK TRUST NATIONAL ASSOCIATION Case No.
AS TRUSTEE FOR GIFM HOLDINGS TRUST
425 WALNUT STREET
CINCINNATI, OH 45202

Plaintiff,

BARBARA SCHWELLINGER
960 WEBSTER AVENUE
WEST ALLIS, WI 53214

Case Code No. 30404
Foreclosure of Mortgage

ALFREDA M. MARIANI
11826 W. GREENFIELD AVENUE
WEST ALLIS, WI 53214

UNKNOWN SPOUSE OF BARBARA
SCHWELLINGER
960 WEBSTER AVENUE
WEST ALLIS, WI 53214

UNKNOWN SPOUSE OF ALFREDA M.
MARIANI
11826 W. GREENFIELD AVENUE
WEST ALLIS, WI 53214

UNKNOWN TENANTS
11826 W. GREENFIELD AVENUE
WEST ALLIS, WI 53214

RACINE COUNTY CLERK OF CIRCUIT COURT
730 WISCONSIN AVENUE 8TH FLOOR
RACINE, WI 53403

CITY OF WEST ALLIS
7525 W. GREENFIELD AVENUE
WEST ALLIS, WI 53214

MILWAUKEE COUNTY CLERK OF CIRCUIT
COURT
901 NORTH 9TH STREET
MILWAUKEE, WI 53233

CONVERGENCE RECEIVABLES, LC
C/O NATIONAL REGISTERED AGENTS, INC.
301 S. BEDFORD STREET SUITE 1
MADISON, WI 53703

FROEDTERT MEMORIAL LUTHERAN
HOSPITAL, INC.
C/O AMY MARQUARDT
9200 W. WISCONSIN AVENUE
MILWAUKEE, WI 53226

METROPOLITAN ANESTHESIOLOGISTS, S.C.
C/O MICHAEL LATTOS
225 SOUTH EXECUTIVE DRIVE
BROOKFIELD, WI 53005

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:

CLERK OF CIRCUIT COURTS - MILWAUKEE
821 W STATE STREET
MILWAUKEE, WI 53233

And to plaintiff's attorneys, whose address is:

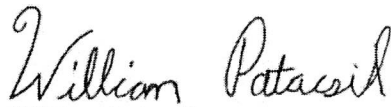
WILLIAM PATACSIL
MARINOSCI LAW GROUP, P.C.
16535 W. BLUEMOUND RD., SUITE 333
BROOKFIELD, WI 53005

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 by default 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 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 30, 2022

By:



William Patacsil

Attorney, Marinosci Law Group, P.C.

SBN No.: 1116117

16535 W. Bluemound Rd., Suite 333

Brookfield, WI 53005

Telephone: 414-831-9729

Facsimile: 920-221-7719

E-mail: MLGWisconsin-All@mlg-defaultlaw.com

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MILWAUKEE COUNTY,
Branch 23

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

MILWAUKEE COUNTY,
Branch 23

U.S. BANK TRUST NATIONAL ASSOCIATION Case No.
AS TRUSTEE FOR GIFM HOLDINGS TRUST
425 WALNUT STREET
CINCINNATI, OH 45202

Plaintiff,

Case Code No. 30404
Foreclosure of Mortgage

BARBARA SCHWELLINGER
960 WEBSTER AVENUE
BROOKFIELD, WI 53005

ALFREDA M. MARIANI
11826 W. GREENFIELD AVENUE
WEST ALLIS, WI 53214

UNKNOWN SPOUSE OF BARBARA
SCHWELLINGER
960 WEBSTER AVENUE
WEST ALLIS, WI 53214

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FROEDTERT MEMORIAL LUTHERAN
HOSPITAL, INC.
C/O AMY MARQUARDT 9200 WEST
WISCONSIN AVENUE
MILWAUKEE, WI 53226

METROPOLITAN ANESTHESIOLOGISTS, S.C.
C/O MICHAEL LATTOS
225 SOUTH EXECUTIVE DRIVE
BROOKFIELD, WI 53005

Defendants.

COMPLAINT FOR FORECLOSURE OF MORTGAGE

NOW COMES PLAINTIFF, U.S. Bank Trust National Association as Trustee for GIFM Holdings Trust, ("Plaintiff"), by and through its attorney, William Patacsil of Marinosci Law Group, P.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is a foreign corporation, with its principal place of business located at 425 Walnut Street, Cincinnati, OH 45202.
2. That Barbara Schwellinger is an individual residing at 960 Webster Avenue, Brookfield, WI 53005.
3. That Alfreda M. Mariani is an individual residing at 11826 W. Greenfield Avenue, West Allis, WI 53214.
4. That Unknown Spouse of Barbara Schwellinger, if any, is named as a party to this action by virtue of any marital property interest this person may have in the subject property.
5. That Unknown Spouse of Alfreda M. Mariani, if any, is named as a party to this action by virtue of any marital property interest this person may have in the subject property.
6. That Unknown Tenants is named as a party to this action by virtue of any leasehold interest they may have in the subject property.
7. That Racine County Clerk of Circuit Court is a governmental entity with its principal place of

- business located at 730 Wisconsin Avenue, 8th Floor, Racine, WI 53403.
8. That City of West Allis is a governmental entity with its principal place of business located at 7525 West Greenfield Avenue, West Allis, WI 53214.
 9. That Milwaukee County Clerk of Circuit Court is a governmental entity with its principal place of business located at 901 North 9th Street, Milwaukee, WI 53233.
 10. That Convergence Receivables, LC is a foreign corporation with its Registered Agent's Office located at c/o National Registered Agents, Inc., 301 S. Bedford Street Suite 1, Madison, WI 53703.
 11. That Froedtert Memorial Lutheran Hospital, Inc. is a domestic corporation with its Registered Agent's Office located at c/o Amy Marquardt 9200 West Wisconsin Avenue, Milwaukee, WI 53226.
 12. That Metropolitan Anesthesiologists, S.C. is a domestic corporation with its Registered Agent's Office located at c/o Michael Lattos 225 South Executive Drive, Brookfield, WI 53005.
 13. That the mortgaged real estate is presently owned by Barbara Schwellinger and Alfreda M. Mariani.
 14. On or about January 12, 2003, for value received, Barbara Schwellinger executed and delivered to Associated Bank, N.A. a Note in writing dated that date and thereby promised to pay the principal balance of \$20,000.00 plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note and a true and correct copy of the allonge is attached hereto as Exhibit A.
 15. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendants duly executed a junior mortgage to Associated Bank, N.A. which mortgage was dated on January 6, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2003, as Document Number 8455504. Plaintiff is the current holder of said mortgage and a true and correct copy of the mortgage is attached hereto as Exhibit B.
 16. Associated Bank, N.A. assigned the mortgage to DLJ Mortgage Capital, Inc., which Assignment of Mortgage was dated September 30, 2019 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 4, 2020, as Document Number 10957484.

17. DLJ Mortgage Capital, Inc. By Select Portfolio Servicing, Inc. Its Attorney in Fact, assigned the mortgage to U.S. Bank Trust National Association as Trustee for GIFM Holdings Trust, which Assignment of Mortgage was dated March 22, 2022 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 28, 2022, as Document Number 11230943. Plaintiff is the current holder of said mortgage and a true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit C.
18. The mortgagor defendants failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for February 28, 2020 to the present, and there is now due and owing to Plaintiff the principal sum of \$19,972.13, 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.
19. 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.
20. The property secured by the mortgage consists of a one-to-four unit family residence commonly known as 11826 W. Greenfield Avenue, West Allis, WI 53214.
21. . Upon information and belief, the mortgaged premises is owner occupied. The legal description of the property is as follows:

LOT 11, IN BLOCK 25, IN SUBURBAN ESTATES, BEING A SUBDIVISION OF
A PART OF THE SOUTHWEST 1/4 OF SECTION 31, IN TOWNSHIP 7 NORTH,
RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY,
WISCONSIN, EXCEPT THAT PART PREVIOUSLY CONVEYED TO THE STATE
OF WISCONSIN FOR HIGHWAY PURPOSES IN DOCUMENT NO. 4963145.
Tax Key No. 446-0529-000
22. 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 846.101-846.103 of the Wisconsin Statutes with a six (6) month period of redemption, or in the event the property is not owner-occupied, Plaintiff elects to proceed with foreclosure 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 against 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.

23. Racine County Clerk of Circuit Court is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on June 19, 2014 in the amount of \$112.30 in Case No. 2005CF001437 in favor of Racine County against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
24. City of West Allis is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on August 29, 2014 in the amount of \$310.00 in Case No. 2014TJ001689 in favor of City of West Allis against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
25. Milwaukee County Clerk of Circuit Court is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on March 15, 2016 in the amount of \$6,988.79 in Case No. 2002CF005224 in favor of Milwaukee County Clerk of Circuit Court against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
26. Convergence Receivables, LLC is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on August 29, 2017 in the amount of \$1,280.54 in Case No. 2017SC018818 in favor of Convergence Receivables, LLC against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
27. Froedtert Memorial Lutheran Hospital Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on October 3, 2017 in the amount of \$8,558.52 in Case No. 2017SC032062 in favor of Froedtert Memorial Lutheran Hospital Inc. against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
28. Metropolitan Anesthesiologists is a defendant in this action by virtue of an interest in the

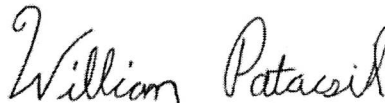
subject real estate by reason of judgment entered on July 23, 2021 in the amount of \$2,077.88 in Case No. 2021SC010098 in favor of Metropolitan Anesthesiologists against Alfreda M. Mariani, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.

29. 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 846.101-846.103 of the Wisconsin Statutes which calls for a six (6) month period of redemption, or in the event the property is not owner-occupied, Plaintiff elects to proceed with foreclosure with a three (3) month period of redemption or in the event there is a finding of abandonment, Plaintiff demand a five (5) week 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.
6. That the Plaintiff have such other and further relief as may be just and equitable.

Dated March 30, 2022 By:



William Patacsil
Attorney, Marinosci Law Group, P.C.
SBN No.: 1116117
16535 W. Bluemound Rd., Suite 333
Brookfield, WI 53005
Telephone: 414-831-9729
Facsimile: 920-221-7719
E-mail: MLGWisconsin-All@mlg-defaultlaw.com

Foreclosure Mediation Program Notice of Availability of Mediation

What is the foreclosure mediation program?

Your county's Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services, Inc. (MMMS) and is part of the Wisconsin Foreclosure Mediation Network (WFMN). This Program has the support of your County Circuit Court.

The Program is available to assist homeowners facing a mortgage foreclosure action filed in County Circuit Court. 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-to-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 County Circuit Court. 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 received the Mediation Request Form. This form is also available through your local Clerk of Circuit Courts website and at <http://MediateWisconsin.com>. You should complete and send your request form to the program within 20 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 Mediation Request Form, the Program Administrator will refer a housing counseling agency or documents specialist to you via mail or email. Your second step is to contact your housing counselor or documents specialist to set up a meeting for compiling a complete loan modification application. Once complete, the housing counselor or documents specialist sends the loan modification application directly to the Program Administrator. Your third step is to pay the Program fee by mailing your check or money order to MMMS at P.O. Box 633, Milwaukee, WI 53201 or by calling our office at 414-939-8800 or toll-free at 877-721-6262 with your 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 \$300 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, particularly when prior refinances/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.

If the Lender declines the invitation to mediate, the Program Administrator will refund all but \$50 of your mediation application fee. The \$50 is non-refundable and used to off-set program administrative costs. If the Lender agrees to mediate, the entire fee is non-refundable.

How can the Housing Counselor help?

To increase the chance of success at mediation, you are matched with a housing counselor or documents specialist 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. Documents Specialists are specially trained to help you compile the forms and documentation necessary to submit a complete financial documents package to your mortgage servicer. If you do not take this step, the mediation cannot proceed.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor/documents specialist. You and your lender must each pay a non-refundable Program fee before the case can be scheduled for mediation. The homeowner fee for cases involving Milwaukee County properties is \$100 and for all other counties administered by MMMS, the fee is \$200. The Lender fee for all cases administered by MMMS is \$300. To make your payment you may mail a check or money order to MMMS, P.O. Box 633, Milwaukee, WI 53201. You may also pay with credit or debit card by phone at 414-939-8800 or toll-free at 877-721-6262.

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 to obtain the names of attorneys who may be able to assist you. You may also try the following legal aid organizations based on geographic area: Wisconsin Judicare at (715) 842-1681; Legal Aid Society of Milwaukee at (414) 727-5300, and Legal Action of Wisconsin at (800) 236-1127. Income restrictions may apply.

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.

Foreclosure Mediation Request Form

Within 20 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Foreclosure Mediation Program Administration by:

Mail: P.O. Box 633, Milwaukee, WI 53201
Email: apply@mediatewisconsin.com
Fax: (414) 939-8803
Contact us with any questions at:
Phone: (414) 939-8800 or Toll Free: (877) 721-6262



Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Name of County where this home is located:	
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="radio"/> Yes <input type="radio"/> No	
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Case Number (located on your Summons): 20 CV	
Date you received the Summons and Complaint:	
Is this property your primary residence? <input type="radio"/> Yes <input type="radio"/> No	
Do you own the property? <input type="radio"/> Yes <input type="radio"/> No	
Did you sign the Mortgage Note? <input type="radio"/> Yes <input type="radio"/> No	
Have you started a bankruptcy that is still ongoing? <input type="radio"/> Yes <input type="radio"/> No If yes, BK Case Number:	
Does an attorney represent you for your foreclosure? <input type="radio"/> Yes <input type="radio"/> No If yes, name & email address:	
Have you met with a housing counselor? <input type="radio"/> Yes <input type="radio"/> 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="radio"/> Yes <input type="radio"/> No	
Have you received a prior loan modification for this property? <input type="radio"/> Yes <input type="radio"/> No	

Continued on page 2

Rev. 9/1/2018

The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. a 501(c)(3) non-profit organization.

What is your annual household income?	Female Head of Household? <input type="radio"/> Yes <input type="radio"/> No
What is the number of people living in your household?	
What is your Race? <input type="checkbox"/> African American/Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White	
What is your Ethnicity? <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
How did you hear about the Foreclosure Mediation Program?	
<input type="checkbox"/> Colored forms attached to summons (pink, yellow or green) <input type="checkbox"/> Take Root Milwaukee Hotline <input type="checkbox"/> Website (which one): <input type="checkbox"/> Housing Counselor (Name): <input type="checkbox"/> Other (please explain):	
<p>Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. (MMMS). The Program 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 evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication.</p> <p>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 the Program-designated online Portal.</p> <p>I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.</p>	
_____ Property Owner's Signature	_____ Date
_____ 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."

<p>Step 1:</p> <p>Within 20 days from the date you were served with the foreclosure summons and complaint, complete the attached Request form and return it to the Foreclosure Mediation Program Administration:</p> <p>Mail: P.O. Box 633, Milwaukee, WI 53201 Email: apply@mediatewisconsin.com Fax: (414) 939-8803</p> <p>Contact us with questions at: Phone: (414) 939-8800 / Toll Free: (877) 721-6262</p> <p><i>If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.</i></p>	<p>Step 2:</p> <p>Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package.</p> <p>Promptly collect and deliver to them all of the items they request. This step is critical.</p> <p>This should be done within two (2) weeks or sooner.</p>	<p>Step 3:</p> <p>Pay the Program fee of \$100 (for Milwaukee County properties only), or \$200 (for properties in Ashland, Dane, Dodge, Marathon, Portage, Sauk, Waukesha & Wood Counties, or any other county MMMS administers)</p> <p>by check, money order to MMMS or to make a credit/debit card payment call (414) 939-8800 or call toll free at (877) 721-6262.</p> <p>Please contact us to discuss installment payments, if needed.</p>
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FILED
03-30-2022
George L. Christenson
Clerk of Circuit Court
2022CV002059
Honorable Lindsey Grady-
23
Branch 23

EXHIBIT A



EQUITY LOAN PLAN

EQUITY LOAN PLAN ACCOUNT AGREEMENT AND MORTGAGE NOTE

This Account is an: ELP I (0 - 85.99 LTV)

with a Credit Limit of: \$20,000.00 opened at: 00182

The Address of the equity property is:

Borrower/Co-Borrower reside at:

11826 W GREENFIELD AVE

960 WEBSTER AVE

West Allis, WI

Brookfield, WI

53214

53005

The Margin on the account is: 1.00%

and the current Index Value is: 4.250%

The following initial fees apply to the account:

As used in this Agreement, the words "You" and "Your" mean each and all of those who applied for and received or who signed or used a card and, where title to the Equity Property is held by an Illinois Land Trust, includes the Trust where appropriate. "Card" means each of your Equity Loan Plan Credit Cards issued by us, and any duplicates or renewals we issue. "Checks" means Equity Loan Plan Credit Checks we provide you to write against the available credit in your account. "We," "Us" and "Our" mean Associated Bank, its agents and assigns. "Account" means your Equity Loan Plan account with us. Your "Residence Address" means your principal residence address as shown above.

1. Liability for Use of Account. You agree to the terms of this Agreement and promise to repay all debts and any Finance Charge or any other fees or charges arising from the use of the Card, the Checks and the Equity Loan Plan Account. You are responsible for charges to the Account made by anyone else to whom you give the Card, and this responsibility applies to all charges made to the Account prior to when you recover and return the Card to us. Any person using the Card shall be jointly and severally liable with you for the charges he or she makes, and if that person signs the Card, and receives a copy of this Agreement, he or she is also responsible for all charges on the Account, including yours. If this Agreement is co-signed by an Illinois Land Trust, the Trustee executing this Agreement as Trustee, and nothing in this Agreement or in the Mortgage or any other document executed pursuant to this Agreement shall be construed as creating any personal liability on the part of the Trustee to pay any amounts due under or to perform any other covenants contained in any of said documents, such personal liability being expressly waived by us, providing that this waiver shall in no way apply to or affect the personal liability of any other person signing this Agreement or signing or using the Card or Checks.

2. Credit Limit. Your Equity Loan Plan Account credit limit is stated above. Your credit limit is the aggregate of credit you may have outstanding at any one time under the Account. You shall not make or permit use of your Card or Checks for any purchase or cash advance which would cause your outstanding Account balance to exceed the credit limit. In the event the credit limit is exceeded at any time, you will pay us the excess promptly upon demand.

3. Lost or Stolen Cards or Equity Loan Plan Checks. You shall immediately report the loss or theft of any Card or Check to Associated Bank, 1305 Main Street, Stevens Point, Wisconsin 54481 (800)558-5678. You shall not be liable for unauthorized use of the Card or Checks which occurs after you notify us orally or in writing of loss, theft, or possible unauthorized use. Your maximum liability shall not exceed \$50.00 for the unauthorized use of your Card. PLEASE NOTE: Do not use your Cards or Checks after you have notified us of loss, theft, or unauthorized use even if they are returned to you.

4. Monthly Payment; Late Payment Fee. YOU AGREE TO PAY US ON OR BEFORE THE PAYMENT DUE DATE SHOWN ON YOUR MONTHLY STATEMENT EITHER (A) THE FULL BALANCE OWING ON YOUR ACCOUNT OR (B) AT YOUR OPTION AN AMOUNT NOT LESS THAN THE MINIMUM PAYMENT DUE SHOWN ON THE STATEMENT.

The Minimum Payment will be determined as shown below:

	MINIMUM PAYMENT
Equity I, II Open Account	Accrued interest for the statement.
Equity I, II After account is closed.	1.5% of New Balance or \$50 whichever is greater. If the balance is less than \$50, the entire balance will be due.
VIP	1.5% of New Balance or \$50 whichever is greater. If the balance is less than \$50, the entire balance will be due.

If you fail to pay us at least the Minimum Payment within 15 days after the Payment Due Date as shown on your monthly statement, your Account will be subject to a Late Payment Fee in the amount of \$2.00 or 5% of the unpaid portion of the Minimum Payment, whichever is less. All payments shall be made at the address indicated on your monthly statement and shall be made by check or money order, naming Associated Bank as payee. We may collect a charge of \$10.00 for any check presented for payment to us which is returned unsatisfied because the person who wrote the check: (a) does not have an account with the financial institution (or other entity) on which the check is written (the "drawee"); (b) does not have sufficient funds in his or her account; or (c) does not have sufficient credit with the drawee.

We will furnish you with a monthly statement for all purchases, cash advances, credits and payments made through your Account. Such monthly statements shall be conclusively deemed correct and accepted by you unless you notify us in writing of any alleged error within 60 days from receipt of the statement. You need not pay any amount billed pursuant to a billing error pending our compliance with the Truth-in-Lending Act, provided that you have given the appropriate written notice of the billing error to us.

You shall not take any action or permit any event to occur which materially impairs your ability to pay your obligations to us when due, including without limitation, obtaining any additional loans or advances under a mortgage prior in lien to the Mortgage securing this Agreement without our prior written consent.

5. Security Interest. As security for all sums due on your Account, you agree to execute a Mortgage in our favor to certain real estate having the Equity Property Address set forth above (the "Equity Property"). Our rights and your obligations as to the Equity Property are more fully described in the Mortgage, which is hereby made a part of this Agreement. This Agreement is also secured by any other security agreement(s) you sign to secure your obligations to us under this Agreement. We disclaim and will not enforce the Mortgage as security for any purchase or cash advance or any portion thereof which exceeds the Credit Limit, or as security for this Agreement if this Agreement is governed by the Wisconsin Consumer Act and at the time this Agreement is declared immediately due and payable because of the occurrence of an event of default the fully unpaid balance of the Account (including unpaid Finance Charges) is less than \$1000.

In order to preserve and protect the value of your Mortgage to us, you hereby waive and agree to decline, unless you obtain our prior written consent, any and all additional loans or advances, optional or obligatory, which may be available or to which you may be entitled under any mortgage proper in lien to your Mortgage to us, and you agree to sign a certification of such waiver to be sent to the prior mortgage lender. If the Mortgage you give to us contains any errors or is lost for any reason, you agree to sign any new Mortgage or other documents we reasonably require in order to correct the error or replace the lost Mortgage.

6. Finance Charge Provisions. We will impose a FINANCE CHARGE on the balance subject to FINANCE CHARGE at the Monthly Periodic Rate. The Monthly Periodic Rate used in figuring your FINANCE CHARGE will be a variable rate. This means the rate may vary from one statement period ("billing cycle") to another. Your Monthly Periodic Rate shall be 1/12th of the lesser of:

- 18% ANNUAL PERCENTAGE RATE (which corresponds to a Monthly Periodic Rate of 1.5%), or

- The amount determined by adding the Margin rate specified at the beginning of this Agreement to the Applicable Index. The Applicable Index for any billing cycle is the highest (if more than one) Prime Rate reported in the "Money Rates" section of the Midwest Edition of the Wall Street Journal on the second Tuesday of the month preceding the months in which the billing cycle begins. (If the Prime Rate is not reported on the designated day, then the Prime Rate as reported in the Wall Street Journal on the nearest date preceding the designated day shall apply. If this rate indeed becomes no longer available, we will choose a new rate index which has an historical movement substantially similar to that of the original index and which would have resulted in an ANNUAL PERCENTAGE RATE substantially similar to the rate in effect at the time the original index became unavailable. We will provide you with notice of the choice.) However, the minimum ANNUAL PERCENTAGE RATE is 5.00% (which corresponds to a Monthly Periodic Rate of .4167%).

The applicable monthly Periodic Rate for each billing cycle, effective the first day of the billing cycle, shall be determined on the second Tuesday of the month preceding the month in which the billing cycle begins. In no event will the ANNUAL PERCENTAGE RATE be more than 18% (Monthly Periodic Rate 1.5%) or less than 5% (Monthly Periodic Rate .4167%). An increase or decrease in the Prime Rate index will increase or decrease the applicable Monthly Periodic Rate and may increase or decrease the minimum monthly payment due on your account.

The balance subject to FINANCE CHARGE is the sum of the Previous Billing Cycle's Average Daily Balance of New Purchases as described in paragraph 6(a) below, the Average Daily Balance of Old Purchases as described in paragraph 6(b) below, and the Average Daily Balance of Cash Advances as described in paragraph 6(c) below:

- (a) The Previous Billing Cycle's Average Daily Balance of New Purchases is the sum of the daily unpaid balances of the purchases itemized on your previous statement divided by the number of days in the billing cycle covered by your previous statement. The unpaid balances are determined by adding new purchases as of the dates they are posted to your Account and deducting unpaid FINANCE CHARGES and applicable payments* and credits as of the dates they are credited to your Account. If you paid the New Balance shown on your previous statement in full by the Payment Due Date shown on your previous statement, then the Previous Billing Cycle's Average Daily Balance of New Purchases is zero.
- (b) The Average Daily Balance of Old Purchases is the sum of the unpaid balances of Old Purchases (unpaid purchases posted to your Account prior to the current billing cycle) on each day of the current billing cycle. The unpaid balances are determined by deducting unpaid FINANCE CHARGES and applicable payments* and credits (as of the dates they are credited to your Account) from the unpaid purchases which were posted to your Account prior to the current billing cycle.
- (c) The Average Daily Balance of Cash Advances is the sum of the unpaid balances of cash advances on each day of the current billing cycle divided by the number of days in the current billing cycle. The unpaid balances are determined by adding to your unpaid balance of cash advances, if any, new cash advances as of the date of transaction of each cash advance and deducting unpaid FINANCE CHARGES and applicable payments* and credits as of the dates they are credited to your Account.

*Payments will be applied to Finance Charges and Late Payment Fees, Annual Fees, Cash Advances, Old Purchases, Previous Billing Cycle's New Purchases and Current Billing Cycle's New Purchases, in that order.

A FINANCE CHARGE is imposed on Cash Advances from the date of transaction of each cash advance, regardless of when such cash advance is posted to your Account.

No FINANCE CHARGE will be imposed on amounts owing for New Purchases, which are the purchases itemized on your current statement, if the New Balance shown on such statement is paid in full by the Payment Due Date shown on such statement. If the new Balance is not paid in full by the Payment Due Date shown on such statement, a FINANCE CHARGE will be imposed on such new Purchases from the date they are posted to your Account. Such FINANCE CHARGE will appear on your next statement.

7. Inactivity Fees; Other Charges. You will pay us an Inactivity Fee of \$50 if your account does not have a least one Debit/Credit Transaction or any interest billed within a twelve-month period following the month in which your account was opened. The Inactivity Fee will be charged thereafter for any such twelve-month period.

You agree to pay to us the Initial Fees, if any, specified at the beginning of this Agreement. If you do not pay these charges to us in cash when you sign this Agreement, you agree that we may charge them to your Account as Cash Advances as of the date you sign this Agreement (subject to any right of rescission you may have under applicable law).

If a card issued to you to replace a card that has been lost or stolen, or if an additional card(s) beyond those issued at the time your Account was opened or renewed is issued at your request, an additional card fee of \$5.00 will be charged to your Account as a Current Purchase.

8. Default. You shall be in default if, without justification under governing law: (a) you fail to make when due two minimum payments within any 12 month period; (b) you breach any other term of this Agreement, or of the Mortgage or any other security agreement or assignment securing this Agreement, and your breach materially impairs the condition, value or protection of any collateral for the Account or of our rights in any collateral. If you are in default, we will send you any notice of default and give you any amount of time to cure the default required by the law which applies to this Agreement (including, for instance, 12 C.F.R. 226.5b(f)(2)(i)), as officially interpreted in writing by the Federal Reserve Board from time to time, and 425.105, Wis. Stats., if applicable to this Agreement). If you do not cure the default within the time provided, or if you are in default and we are not required to give you an opportunity to cure the default, the full amount of your Account shall, at our option, become immediately payable to us. Your privilege to use the Account shall (if not terminated sooner pursuant to this Agreement) automatically terminate at any time the full amount of the Account becomes immediately payable because of default.

9. Termination Without Acceleration. We may terminate your right to use the Account by written notice to you if: (A) we discover that any statement or information given to us by you in connection with this Agreement (either during the application process or at or after the time this Agreement was entered into) was false or fraudulent in any material respect when made, or that you failed to state any material facts necessary to make any statement or information you have given us, in light of the circumstances under which the statement or information was given, not false or fraudulent in any material respect; (b) you fail at any time to meet the repayment terms of this Agreement; or (c) you act or fail to act in any way which adversely affects the Equity Property or any right of ours in the Equity Property under this Agreement or the Mortgage securing this Agreement (including, for example, if you transfer title to or any interest in the Equity Property or in any Trust holding title thereto without our prior written consent, if you fail to maintain required insurance on the Equity Property, if you commit waste, if you die or if all or any part of the Equity Property is taken through the power of eminent domain). It is intended that the circumstances described in this paragraph as permitting us to terminate your Account privileges be interpreted co-extensively with the circumstances described in 12C.F.R. 226.5b(f)(2)(i)(ii) and (iii) as officially interpreted in writing by the Federal Reserve Board from time to time, except to the extent, if any, such an interpretation would cause this paragraph to violate the Wisconsin Consumer Act, (if applicable to this Agreement). If you are a married Wisconsin resident, your spouse is not a Co-Borrower, and this Agreement is governed by the Wisconsin Consumer Act, your spouse may terminate your Account privileges by giving written notice to us in accordance with 786.565(5), Wis. Stats. If we or your spouse terminate your right to use the Account as described in this paragraph, you may not continue to use your Cards or Checks under this Agreement, but you may repay the outstanding balance of your Account in accordance with this Agreement without acceleration of the due date for payment (unless you default under Paragraph 8).

10. Suspension. We may suspend your right to use the Account or reduce your credit limit during any period in which: (a) the value of the Equity Property securing this Agreement declines significantly below the appraisal value of the Equity Property for purposes of this Agreement; (b) we reasonably believe that you will be unable to fulfill your repayment obligations under this Agreement because of a material change in your financial circumstances; (c) you are in violation of any material obligation under this Agreement or the Mortgage securing this Agreement; (d) we are precluded by government action from imposing the Monthly Periodic Rate or corresponding Annual Percentage Rate provided for in this Agreement; (e) the priority of our Mortgage on the Equity Property securing this Agreement is adversely affected by government action to the extent that the value of the Equity Property is less than 120 percent of your credit limit; or (f) we are notified by any agency with regulatory authority applicable to us that continued advances constitute an unsafe or unsound practice. We may also suspend your right to use the Account or reduce your credit limit in the manner provided in this paragraph if any of the circumstances exist which would permit us to terminate your right to use the Account under paragraph 9 of this Agreement. We may take any action permitted under this paragraph 10 without prior notice to you, but must mail or deliver written notice of the action to you no later than 3 business days after the action is taken. The notice will specify the specific reason(s) for the action taken. If we suspend your right to use the Account pursuant to this paragraph, you may not continue to use your Cards or Checks during the period in which the suspension is in effect, but you may repay the outstanding balance of your Account in accordance with this Agreement without acceleration of the due date for payment (unless you default under paragraph 8). If we suspend your right to use the Account or reduce your credit limit because of any circumstance described in subparagraphs (a) through (f) above, we will reinstate your right to use the Account or your full credit limit (as the case may be) as soon as reasonably possible after all circumstances which should permit us to suspend your right to use the Account or reduce your credit limit under this Agreement (or to continue such actions in effect) cease to exist. However, we reserve the right to require you to request reinstatement of your right to use the Account or of your full credit limit. In such a case we will inform you in the notice of suspension or credit limit reduction that you must request reinstatement, in which case we will have no obligation to investigate the circumstances, or to reinstate your full Account privileges if otherwise warranted under this Agreement, unless and until you request reinstatement. We may also suspend your right to use the Account or reduce your credit limit if we are specifically requested to do so by any person obligated under this Agreement. In such a case, we will reinstate your right to use the Account or the credit limit in effect before the reduction if subsequently requested to do so by the person who requested the suspension or reduction, unless your Account has expired or become due under paragraph 15 or any other circumstance exists which would permit us to suspend your right to use the Account or reduce the credit limit under this Agreement. The provision of this paragraph shall be interpreted consistently with the provisions of 12 C.F.R. 226.5b (f)(3)(vi)(A) through (F) and any official written interpretations thereof by the Federal Reserve Board.

11. Refusal to Honor Card or Checks. We shall not be responsible for any refusal by anyone to honor your Card or Checks.

12. Liability for Merchandise and Services. We have no responsibility for any goods or services purchased through the use of your Card unless you have made a good faith attempt to resolve the dispute with the merchant who provided the goods or services and either (a) the purchase was made in response to an advertisement we sent or participated in sending to you, or (b) the purchase cost \$50.00 or more and was made in the State of your residence or within 100 miles of your residence. All other disputes must be settled between you and the merchant concerned. Your liability shall in no event exceed the amount of credit which is outstanding on your Card with respect to the disputed transaction at the time you notify us of your claim or defense. Refunds or adjustments by merchants will be made only by credit to your Account.

13. Matters Affecting Security Interest. YOU WILL NOTIFY US IN WRITING AND SURRENDER ALL CARDS AND CHECKS 30 DAYS PRIOR TO THE SALE OR OTHER TRANSFER OF TITLE TO, OR ABANDONMENT OF, THE EQUITY PROPERTY SECURING THIS AGREEMENT. If you fail to notify us and surrender all Cards and Checks as required, we may take reasonable measures to protect the Mortgage, including, without limitation, retention of the mortgage for 30 days after you surrender the Cards and Checks to us and pay all sums due to us under the Agreement.

- 14. Conditions to Loan Advances.** We shall be obligated to make each loan advance you request pursuant to this Agreement (whether for Purchases or Cash Advances), unless at the time of such request one of the following exists:
- (a) the advance in the requested amount would result in your credit limit being exceeded;
 - (b) this Agreement has been terminated pursuant to this Agreement or any applicable law;
 - (c) your credit privileges have been suspended pursuant to this Agreement;
 - (d) the credit privileges attached to your Account have expired; or
 - (e) more than 20 years have passed since the date this Account was originally opened.
- 15. Expiration of Credit Privileges.** The privilege of use of your Account for any further Purchases or Cash Advances will, unless terminated sooner, expire upon the expiration date shown on your Cards. We will review your Account before the expiration date (or the expiration date of any renewal period) and may, if we choose, renew your privileges for an additional period which we will determine. In no event will your Account privileges be renewed for any period extending beyond 20 years from the date this Account was originally opened. If your Account privileges expire, you may continue to repay your outstanding Account balance under the payment terms of this Agreement without acceleration of the due date for payment, unless we are entitled to demand immediate repayment because of default under paragraph 8. Your obligations to us and our rights under this Agreement, including the right to adjust your interest rate as provided in paragraph 6 of this Agreement, shall remain in full force and effect during any repayment period following expiration, termination or suspension of your Account privileges, until all balances on your Account are paid in full and the Account is closed.
- 16. Using the Card.** You may use your Card to make a regular purchase or cash advance by presenting it to an authorized merchant or financial institution and by signing the sale or cash advance draft which will be imprinted with your Card. You may also obtain a cash advance with your Card at certain manned and unmanned automated terminals. Regular transactions are counted against your credit limit. You will receive a copy of the draft (or machine receipt at an unmanned terminal) which you should retain to verify your monthly statement. We reserve the right to make a reasonable charge to your account for photostatic or duplicate copies of drafts or machine receipts which you may request. You authorize us to pay for your account all items reflecting purchases or cash advances made with your Card or a cash advance Check in spite of the absence of your signature on a draft or the lack of presentation of the Card. By giving your Card or cash advance Check to someone else, you authorize all purchases and cash advances made by that person until you have notified us that further transactions are unauthorized.
- 17. Applicable Law; Severability.** This Agreement shall be governed by the laws and regulations of the United States and its agencies that apply to us, including without limitation those laws and regulations governing financial institutions. To the extent not pre-empted by the foregoing federal laws and regulations, this Agreement shall be governed by Wisconsin law. References herein to "applicable law" include the following laws to the extent indicated below and/or if they would otherwise apply by their terms and are not preempted by federal law: (a) The Wisconsin Consumer Act, if the credit limit is \$25,000 or less and the Mortgage is not a first lien or equivalent security interest; or (b) Chapter 428, Wis. Stats., if the credit limit is \$25,000 or less and the Mortgage is a first lien or equivalent security interest. Invalidity of any term or condition of this Agreement shall not affect validity of any other term or condition. Your rights hereunder are not assignable by operation of law or otherwise. No delay on our part in the exercise of any right or remedy shall preclude other or future exercise of any right or remedy.
- 18. Foreign Currency Transactions.** If any Card transaction (purchase or cash advance) involves an exchange of foreign currency, it shall be subject to the exchange rates and international monetary regulations in effect at the time and place that the transaction is settled or otherwise is accounted for by us or our agents. This may result in a billing on your periodic statement in an amount in U.S. Dollars which is greater than the amount which would have been due if the statement had been at the exchange rate in effect at the date and place the Card transaction was made regardless of the amount set forth on any sales slip or receipt given to evidence the transaction. Any currency exchange shall be subject to any local customs or conditions governing the rate of exchange or imposition of special charges.
- 19. Insurance Charges.** If eligible, you may at your option, participate in a group life insurance program, arranged by us. If you elect such insurance coverage, an insurance premium (at a rate disclosed to you by separate agreement) will be posted to your Account in each month that you have a balance, and will be treated as a New Purchase.
- 20. Over-Draft Protection.** If you apply for and are accepted for check overdraft protection, charges to your Account for such overdraft protection shall be treated as Cash Advances and will be charged to your Account in accordance with the terms of the separate Overdraft Protection Agreement.
- 21. Equity Loan Plan Checks.** We will loan funds and you shall be liable and shall pay for funds advanced to you pursuant to our Equity Loan Plan Checks executed by you, including such Checks delivered by you to third parties. All funds advanced by us in connection with such Checks shall be treated as Cash Advances to your Account and shall be subjected to the provisions of this Agreement governing Cash Advances. In no event will we be obligated to loan funds to you on such Checks if any of the circumstances exist as set forth as exceptions to our obligation to make loan advances in paragraph 14 of this Agreement.
- 22. Modification of Terms.** Except as otherwise specifically provided in this paragraph or any other paragraph of this Agreement, no amendment to the terms of the Agreement shall be effective unless you have agreed to the amendment in writing at the time the amendment is made. However, we may on our own from time to time, without your written agreement, make changes in the terms of this Agreement which either will unequivocally benefit you throughout the remainder of the term of this Agreement or are insignificant, within the meaning of 12 C.F.R. sec. 228.5b(f)(3)(iv) or (v) as officially interpreted from time to time by the Federal Reserve Board in writing. We will provide you with such notice of any such changes as may be required by applicable law. No modification or amendment of this Agreement shall increase the maximum rate of FINANCE CHARGE we can charge under paragraph 6 of this Agreement.
- 23. Additional Mortgage Note Provisions.** We may, without notice grant renewals or extensions, accept partial payment, release or impair any collateral security or agree not to sue any party liable for the indebtedness evidenced by the Agreement. You hereby waive any rights relating to: presentment, protest, demand and notice of dishonor.
- 24. Mortgage.** This Agreement is secured by a real estate mortgage of even date herewith, the terms of which are incorporated herein. Among the terms so incorporated is a provision addressing a transfer of the Property or the Mortgagors' interest in the Property which states, in effect, that if all or any part of the Property or an interest therein is sold or transferred without Lender's prior written consent, Lender may at Lender's option, without notice unless notice is required by applicable law, declare all sums secured by this Mortgage to be immediately due and payable, subject to any opportunity to cure required by applicable law. Please refer to your Mortgage document for the exact language of this provision.

The undersigned certify that they have read and agree to the terms of this Agreement and acknowledge receiving exact and fully completed copies of this Agreement and of the Mortgage securing this Agreement.

Dated this 6th day of January, 2003.
ASSOCIATED BANK

By *[Signature]*

Barbara A. Schwelling
Borrower

Co-Borrower

* BARBARA A SCHWELLINGER

*

Co-Borrower

Co-Borrower

*

*

* Type or print name signed above.

ALLONGE TO NOTE



Borrower: BARBARA A SCHWELLINGER

Date of Note: 1/6/2003

Loan Amount: \$20,000.00

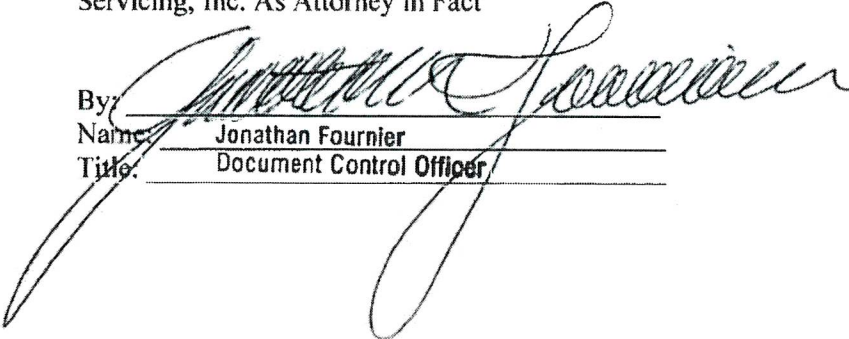
Property Address: 11826 W GREENFIELD AVE , WEST ALLIS, WI 53214

Original Lender: ASSOCIATED BANK NA.

For value received, I hereby transfer, endorse and assign the within Note.

Pay to the order of

DLJ MORTGAGE CAPITAL., INC. A Delaware corporation, By Select Portfolio Servicing, Inc. As Attorney in Fact

By: 
Name: Jonathan Fournier
Title: Document Control Officer

ALLONGE

This Allonge forms a part of that certain Note (the "Note"), dated January 6, 2003 by Barbara A Schwellinger in favor of Associated Bank, a national banking association, in the principle amount of TWENTY THOUSAND DOLLARS (\$20,000.00).

Pay to the order of DLJ MORTGAGE CAPITAL, INC., a Delaware corporation. It is intended that this Allonge be attached to and made a permanent part of the Note.

This Allonge is made on an "as-is", "where-is" basis, without representation or warranty by, or recourse to, the undersigned.

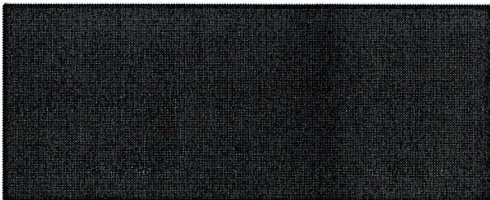
ASSOCIATED BANK, N.A.,
a national banking association

By: _____

Name: Michael Waltz

Its: Senior Vice President

Dated: October 29, 2019



FILED
03-30-2022
George L. Christenson
Clerk of Circuit Court
2022CV002059
Honorable Lindsey Grady-
23
Branch 23

EXHIBIT B



EQUITY LOAN PLAN



Real Estate Mortgage
THIS MORTGAGE SECURES FUTURE ADVANCES
AND A VARIABLE RATE OBLIGATION

BARBARA A SCHWELLINGER, A SINGLE PERSON AND ALFREDA M
MARIANI, A SINGLE PERSON

(Mortgagor" whether one or more) mortgages, conveys and warrants to ASSOCIATED BANK
("Lender") the real estate described below, together with all privileges, hereditaments, easements, and
appurtenances, all rents, leases and profits, all awards and payments made as result of the exercise of
the right of eminent domain, and all improvements and fixtures (all called the "Property") in
consideration of an open-end-line-of-credit established by Lender for Mortgagor in the principal amount
of Twenty Thousand Dollars & No/Cents

Dollars evidenced by a certain Equity Loan Plan Account Agreement and Mortgage Note of even date
herewith, which is made a part hereof.

1. Description of Property. (This Property is not the homestead of Mortgagor).

LOT 11, IN BLOCK 25, IN SUBURBAN ESTATES, BEING A SUBDIVISION OF A PART OF THE
SOUTHWEST 1/4 OF SECTION 31, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF
WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, EXCEPT THAT PART PREVIOUSLY CONVEYED
TO THE STATE OF WISCONSIN FOR HIGHWAY PURPOSES IN DOCUMENT NO. 4963145.

XXX If checked here, the property is subject to prior mortgage/land contract not in default.

The undersigned acknowledges receipt of an exact copy of the Mortgage.

Signed and Sealed this 6th day of January, 2003.

SEE ATTACHED SHEET FOR ADDITIONAL PROVISIONS

Barbara A Schwelling (Seal)
BARBARA A SCHWELLINGER

Alfreda M. Mariani (Seal)
ALFREDA M. MARIANI

Alias (Seal)

Alias (Seal)

This instrument was drafted by JAMES BINZAK
jbinza01

* Type or print named signed above.

22130601 (02/11/2003)

FAINT TYPE

DOC. #
8455504

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 8:00 AM
02-17-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 15.00

NAME AND RETURN ADDRESS

Associated Bank
P.O. Box 208
Stevens Point, WI 54481-0226

446-0529-000
PARCEL IDENTIFIER NUMBER

REF
5520
IMAGE
2740

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
Waukesha County.)
This instrument was acknowledged before me on January 6, 2003

BARBARA A SCHWELLINGER, A SINGLE PERSON
(name(s) of person(s))
AND ALFREDA M MARIANI, A SINGLE PERSON
as (type of authority; e.g. officer, trustee, etc. if any)

of (name of party of whom instrument was executed, if any)

James T. Binzak
Notary Public
County, WI

My Commission (Expires) 8/6/2006

F - WI

VERY SMALL TYPE

REFL
5520
INAD
2741

2. Title. Mortgagor covenants and warrants title to and the right, acting along, to manage and control the Property, excepting only restrictions and easements of records, municipal and zoning ordinances, current taxes and assessments not yet due and encumbrances of records.

3. Additional Provisions. Mortgagor shall observe and comply with Additional Provisions on the next page, which are incorporated herein, and shall not permit an event of default to occur.

4. Mortgage as Security. This mortgage is given to secure prompt payment to Lender of all sums when due in accordance with the terms of an Equity Loan Plan Account Agreement and Mortgage Note (hereinafter "Obligation") which this mortgage secures and any extension, renewals or modifications of the Obligation and the performance of all covenants, conditions and agreements which are contained in said Obligation and which are contained in said Mortgage, and to the extent not prohibited by law, costs and expenses of enforcement. It is the intent hereof to secure payment of said obligation whether the entire or a partial principal amount shall have been advanced to the Mortgagor at the date hereof or at a later date, (not later than twenty (20) years from the date hereof, or having been advanced, in part or in full, shall have been repaid, in part or in full, and further advances made at a later date not greater than twenty (20) years from the date hereof. All such advances shall have the same priority as if made at the time of execution of this mortgage. Lender is obligated to make such advances, subject to certain conditions contained in the Obligation. At no time shall this mortgage secure a principal sum in excess of the sum specified in the opening paragraph of this mortgage, provided that interest and any sums advanced by Lender to protect the security are secured by this mortgage notwithstanding the foregoing limitation. In the event of default under this mortgage or the obligation that it secures, Lender shall have all of the rights and remedies provided by the Uniform Commercial Code and Wisconsin Consumer Act, as well as any other applicable law.

5. Variable Interest Rate. The Obligation this mortgage secures provides for a variable interest rate.

6. Taxes. Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, and upon demand of Lender deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire and extended coverage perils and, if required by applicable law or by lender, flood. The policies shall contain the standard mortgage clause in favor of Lender.

All proceeds from such insurance shall be applied, at Lender's option, to the outstanding balance of the Obligation or to the restoration of the Improvements on the Property. In the event of foreclosure of this mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to the Purchaser or Grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) Condition and Repair. To keep the Property in good and tenable condition and repair.
- (b) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage.
- (c) Waste. Not to commit waste or permit waste to be committed upon the Property.
- (d) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent.
- (e) Prior Mortgage. To pay all sums due and owing and otherwise to fully and timely perform all obligations under any prior mortgage encumbering the Property and to waive and decline any and all additional loans or advances which may be available or to which mortgagor may be entitled under any prior mortgage, unless the Lender's prior written consent to such loan or advance is obtained.

9. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in the Mortgage, Lender may, after giving Mortgagor written notice and a reasonable opportunity to perform, perform the duties or cause them to be performed, included without limitation signing Mortgagor's name or paying any amounts so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the rate from time to time in effect for the Obligation, computed from the date of expenditure by Lender to the date of payment by Mortgagor.

10. Transfer of Mortgagor's Interest in the Property. If all or any part of the Property or an interest therein or in any Trust holding title to the Property is sold or transferred without Lender's prior written consent, Lender may at Lender's option, without notice unless notice is required by applicable law, declare all sums secured by this Mortgage to be immediately due and payable, subject to any opportunity cure required by applicable law. This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

11. Default and Remedies. If the Mortgagor fails to timely perform any of Mortgagor's agreements or duties contained in this Mortgage, or there is any other default under any Obligation secured by this Mortgage, then Lender may exercise any one or more remedies available to Lender under any applicable law or under the terms of the Obligation. To the extent provided under the terms of the obligation, these remedies include, but are not limited to, the right of the Lender, after first giving to Mortgagor any notice and opportunity to cure the default required by 425.105 Wis. Stats. or by any other applicable law, to declare the entire unpaid balance of the Obligation immediately due and payable without any other notice. If Lender exercises this acceleration remedy, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or in equity. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to applicable law.

12. Litigation Expense and Foreclosure. It is understood and agreed that said Mortgagors shall, to the extent not prohibited by applicable law, pay all disbursements and reasonable attorney's fees incurred or paid by the Lender in any legal proceeding or dispute in which the Lender may become involved by reason or being a party to this Mortgage or the Mortgage Note securing it. In the event of foreclosure and to the extent not prohibited by applicable law, the Mortgagors shall pay all of the aforesaid expenses in connection therewith together with the expenses of advertising, selling and conveying said Property and cost of procuring or completing an abstract or title guaranty policy showing the whole title to said property including the foreclosure proceedings. Notwithstanding anything to the contrary herein or the Mortgage Note securing this instrument, the Mortgagors agree that in the event of the commencement of foreclosure proceedings, the Lender may at such time in the manner prescribed by

law, elect to have the Property sold upon the expiration of three months from the date judgment is entered pursuant to and upon the conditions set forth in Sec. 846.103 Wis. Stats. or if the foregoing section of the Wisconsin Statutes does not apply to the loan evidenced by this mortgage, then in the event of the commencement of foreclosure proceedings, the Lender may at such time and in the manner prescribed by law, elect to have the Property sold upon the expiration of six months from the date judgement is entered pursuant to and upon the conditions set forth in Sec. 846.101 Wis. Stats.

13. Assignment of Rents and Leases; Receiver. Mortgagor assigns and transfers to lender, as additional security for the Obligation, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or any Obligation, Lender shall be entitled to the rents and may, after giving Mortgagor any notice and opportunity to perform which are required by law, notify any or all tenants to pay directly to Lender all such rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligation. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Upon the commencement or during the pendency of any action to foreclose this mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligation, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

14. Co-Signers. Any Mortgagor, who co-signs this Mortgage but does not sign for the Obligation secured hereby is co-signing this mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage and is not personally liable for payment of the Obligation.

15. Severability. Unless otherwise required by law, invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other provision.

16. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

17. Statutory References; Governing Law. All references in this Mortgage to statutory sections are to those sections as they may be renumbered from time to time. This Mortgage shall be interpreted and enforced under and according to the laws of the State of WI.

REEL

5520

IMAGE

2742

FILED
03-30-2022
George L. Christenson
Clerk of Circuit Court
2022CV002059
Honorable Lindsey Grady-
23
Branch 23

EXHIBIT C

DOC # 11230943
RECORDED
03/28/2022 06:14 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:

This document has been electronically recorded and returned to the submitter.

When Recorded Mail To:
Jeff Prose
Richmond Monroe Group
82 Jim Linegar Ln
Branson West, MO, 65737
(417) 447-2931

ASSIGNMENT OF MORTGAGE

W/MILWAUKEE

Assignment Prepared on: March 17, 2022

Assignor: DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT, at C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119

Assignee: U.S. BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR GIFM HOLDINGS TRUST, at C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 1/6/2003, in the amount of \$20,000.00, executed by BARBARA A SCHWELLINGER, A SINGLE PERSON AND ALFREDA M MARIANI, A SINGLE PERSON to ASSOCIATED BANK and Recorded: 2/17/2003, Document #: 8455504, Book / Liber / Reel: 5520, Page / Image / Folio: 2740 in the county of MILWAUKEE, State of Wisconsin.

Property Address: 11826 W GREENFIELD AVE, WEST ALLIS, WI, 53214

Legal Description:

LOT 11, IN BLOCK 25, IN SUBURBAN ESTATES, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 31, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, EXCEPT THAT PART PREVIOUSLY CONVEYED TO THE STATE OF WISCONSIN FOR HIGHWAY PURPOSES IN DOCUMENT NO. 4963145.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT

On: MAR 22 2022

By: [Signature]

Name: Shanda Swiler
Title: Document Control Officer



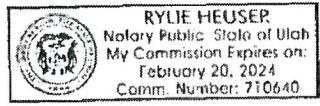
State of UTAH
County of SALT LAKE

On MAR 22 2022, before me, Rylie Heuser, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared Shanda Swiler

Document Control Officer, DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT, 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.

WITNESSE my hand and official seal,

[Signature]
Notary Expires February 20, 2024 / #: 710640



Document Prepared by: Bill Koch, Select Portfolio Servicing, Inc., 3217 S DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119, (800) 258-8602
W/MILWAUKEE

Foreclosure Mediation Request Form

Within 20 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Foreclosure Mediation Program Administration by:



Mail: P.O. Box 633, Milwaukee, WI 53201
Email: apply@mediatewisconsin.com
Fax: (414) 939-8803
Contact us with any questions at:
Phone: (414) 939-8800 or Toll Free: (877) 721-6262

Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Name of County where this home is located:	
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	
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Case Number (located on your Summons): 20 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 If yes, BK Case Number:	
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	

The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. a 501(c)(3) non-profit organization.

Foreclosure Mediation Program

Notice of Availability of Mediation

What is the foreclosure mediation program?

Your county's Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services, Inc. (MMMS) and is part of the Wisconsin Foreclosure Mediation Network (WFMN). This Program has the support of your County Circuit Court.

The Program is available to assist homeowners facing a mortgage foreclosure action filed in County Circuit Court. 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-to-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 County Circuit Court. 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 received the Mediation Request Form. This form is also available through your local Clerk of Circuit Courts website and at <http://MediateWisconsin.com>. You should complete and send your request form to the program within 20 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 Mediation Request Form, the Program Administrator will refer a housing counseling agency or documents specialist to you via mail or email. Your second step is to contact your housing counselor or documents specialist to set up a meeting for compiling a complete loan modification application. Once complete, the housing counselor or documents specialist sends the loan modification application directly to the Program Administrator. Your third step is to pay the Program fee by mailing your check or money order to MMMS at P.O. Box 633, Milwaukee, WI 53201 or by calling our office at 414-939-8800 or toll-free at 877-721-6262 with your 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 \$300 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, particularly when prior refinances/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.