

16CV007133

JPMorgan Chase Bank, National Association
3415 Vision Drive
Columbus, OH 43219

SUMMONS

Plaintiff,

Case No.

vs.

Case Code 30404

Pascual Montanez
1937 S 15th St
Milwaukee, WI 53204-3707

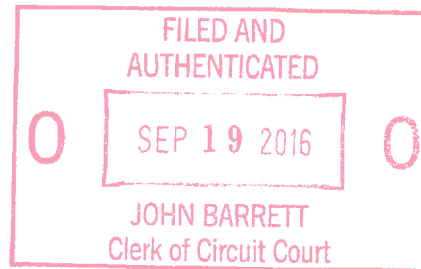
(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Sarahi Martinez
1937 S 15th St
Milwaukee, WI 53204-3707

HON. JOHN DIMOTTO, BR. 41
CIVIL F

The United States of America acting by
and through the Secretary of Housing and
Urban Development,
c/o US Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202



AND

c/o US Attorney General
950 Pennsylvania Ave NW, Rm B-103
Washington, DC 20530-0001

West Allis City
a/k/a City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214-4648

G. J. Kille
928-1
[Signature]

RECEIVED

SEP 21 2016

CITY OF WEST ALLIS
CITY CLERK

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

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


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

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

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

Dated this 16th day of September, 2016.

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

By: 
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
070346F01

Address of Court:
Milwaukee County Courthouse
901 N. Ninth Street
Milwaukee, WI 53233-1425

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

16CV007133

JPMorgan Chase Bank, National Association
3415 Vision Drive
Columbus, OH 43219

COMPLAINT

Plaintiff,

Case No.

vs.

Case Code 30404

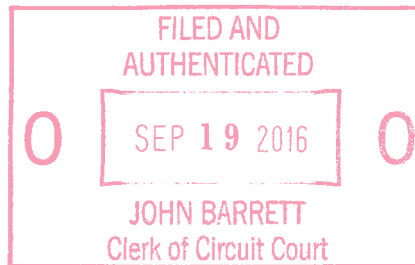
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Milwaukee, WI 53204-3707

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950 Pennsylvania Ave NW, Rm B-103
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West Allis City
a/k/a City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214-4648

Defendants.

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

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference. A true copy of the correction instrument is attached hereto as Exhibit D and is incorporated by reference.

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SEP 21 2016

CITY OF WEST ALLIS
CITY CLERK

2. The mortgaged real estate is owned of record by Pascual Montanez and Sarahi Martinez.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$90,351.29 together with interest from the 1st day of February, 2016.

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

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

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

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

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

WHEREFORE, the plaintiff demands.

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

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

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


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

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

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

Dated this 16th day of September, 2016.

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

By. 
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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Wisconsin

NOTE

FHA Case No.

December 18th, 2009

[Date]

1937 S 15TH ST
MILWAUKEE, WI 53204

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means MetLife Home Loans, a Division of MetLife Bank, N.A. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

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

NINETY NINE THOUSAND NINE HUNDRED THIRTY ONE & 00/100

Dollars (U.S. \$ 99,931.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent (5.000 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on February, 2010 . Any principal and interest remaining on the first day of January, 2040 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at PO BOX 809
MEMPHIS, TN 38101
by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 536.46 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Rate Note - 10/95



VMP Mortgage Solutions, Inc. (800)521-7291

Initials:

P.M.

EXHIBIT A

-(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

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

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.00** %) of the overdue amount of each payment.

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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


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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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




PASCUAL MONTANEZ (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
Pay to the order of
Without recourse
MetLife Home Loans, a Division of
MetLife Bank, N.A.
By  (Seal)
Ed Fisher, Manager - Loan Administration -Borrower

[Sign Original Only]



MORTGAGE

DOC.# 09835965

DOCUMENT NUMBER

REGISTER'S OFFICE | SS
Milwaukee County, WI

NAME & RETURN ADDRESS

MetLife Home Loans - POST CLSG MAIL RM

RECORDED 01/18/2010 08:14AM

1555 W Walnut Hill Ln #200 MC 6712
Irving, TX 75038

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 29.00
FEE EXEMPT 77.25 #: 0

PARCEL IDENTIFIER NUMBER

County: City:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[Redacted]



THIS MORTGAGE ("Security Instrument") is given on December 18th, 2009
The Mortgagor is PASCUAL MONTANEZ, A Married Man
and Sarahi Martinez, husband and wife

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

MetLife Home Loans, a Division of MetLife Bank, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES OF AMERICA, and has an address of 4000 HORIZON WAY, IRVING, TEXAS 75063

Borrower owes Lender the principal sum of NINETY NINE THOUSAND NINE HUNDRED THIRTY ONE & 00/100

Dollars (U.S. \$ 99,931.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1st, 2040

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns)



FHA Wisconsin Mortgage with MERS - 4/96
Wollers Kluwer Financial Services

Page 1 of 9

Amended 2/01
Initials: *pm*

SM



and to the successors and assigns of MERS, with power of sale, the following described property located in
Milwaukee County, Wisconsin:

All that tract or parcel of land as shown on Exhibit "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of 1937 S 15TH ST [Street]
MILWAUKEE [City], Wisconsin 53204 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

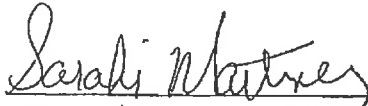
Other [specify]

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

Witnesses:



PASCUAL MONTANEZ (Seal)
-Borrower



Sarahi Martinez (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower



STATE OF WISCONSIN,

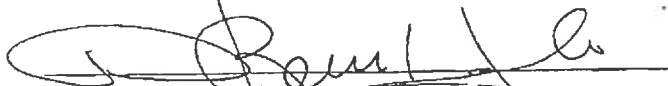
Waukesha

County ss:

The foregoing instrument was acknowledged before me this *12-18-2009*
by PASCUAL MONTANEZ *and Sarahi Martinez, husband and wife*

My Commission Expires:

4/29/2012


Notary Public, State of Wisconsin

This instrument was prepared by:
MetLife Home Loans,
a Division of MetLife Bank, N.A.
38705 Seven Mile Rd. Suite 435
Livonia, MI 48152
WENDY CAREY



Exhibit "A"

Lot 18, Block 24, in Assessment Subdivision No. 47, being a part of the Southeast 1/4 of Section 6, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ALSO:

That part of Lot 18, Block 24, in Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows, to-wit: Commencing at a point in the Southeast corner of Lot 18, Block 24, Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Town 6 North, Range 22 East; running thence North along the East line of Lot 18 aforesaid, 30.00 feet to a point in the Northwest corner of Lot 28, in Block 24, of said Subdivision; thence West along the North line of said Lot 28, extended West, 16.00 feet to a point; thence South along a line which is parallel to and 16.00 feet West of the East line of Lot 18 aforesaid, 25.00 feet to a point; thence Southeasterly 7.07 feet to a point in the South line of said Lot 18, said point lying 11.00 feet West of the Southeast corner of said Lot 18; thence East along the South line of Lot 18 aforesaid, 11.00 feet to the point of commencement.

Tax Key No: 469-0119-3

Address: 1937 S. 15th St.

EXHIBIT B

10



* 1 0 3 1 5 2 9 4 *

DOC.# 10315294

RECORDED 11/21/2013 03:11PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

**FHA HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)**

Fed Ex
FNU

Recording Requested By/Return To
JPMORGAN CHASE BANK, N.A.
MHA DEPARTMENT
780 KANSAS LANE
2ND FLOOR, LA4-3125
MONROE, LA 71203

Parcel Identification Number 469-0119-3

FHA Case Number [REDACTED]
Loan Number [REDACTED]

Borrower ("I") ¹ PASCUAL MONTANEZ AND SARAH MARTINEZ HUSBAND AND WIFE
Lender or Servicer ("Lender"/"Mortgagee") JPMORGAN CHASE BANK, N.A.
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note")
DECEMBER 18, 2009
Loan Number [REDACTED]

Property Address ("Property") 1937 S 15TH ST, MILWAUKEE, WISCONSIN 53204

LEGAL DESCRIPTION

THE LAND IS SITUATED IN THE STATE OF WISCONSIN, COUNTY OF MILWAUKEE, CITY OF MILWAUKEE, AND DESCRIBED AS FOLLOWS: LOT 28, BLOCK 24, IN ASSESSMENT SUBDIVISION NO. 47, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN ALSO: THAT PART OF LOT 18, BLOCK 24, IN ASSESSMENT SUBDIVISION NO. 47, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, AND STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT IN THE SOUTHEAST CORNER OF LOT 18, BLOCK 24, ASSESSMENT SUBDIVISION NO. 47, IN

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I" For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate

FHA/JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver [REDACTED] Form 3157 3/09 (rev 2-23-10)
(page 1 of 10 pages)

[REDACTED]

Loan Number [REDACTED]

THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 22 EAST; RUNNING THENCE NORTH ALONG THE EAST LINE OF LOT 18 AFORESAID, 30.00 FEET TO A POINT IN THE NORTHWEST CORNER OF LOT 28, IN BLOCK 24, OF SAID SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28, EXTENDED WEST, 16.00 FEET TO A POINT; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO AND 16.00 FEET WEST OF THE EAST LINE OF LOT 18 AFORESAID, 25.00 FEET TO A POINT; THENCE SOUTHEASTERLY 7.07 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 18, SAID POINT LYING 11.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 18, THENCE EAST ALONG THE SOUTH LINE OF LOT 18 AFORESAID, 11.00 FEET TO THE POINT OF COMMENCEMENT. APN: 469-0119-3

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED JANUARY 18, 2010 INSTRUMENT NO 09835965

Tax Parcel No 469-0119-3

If my representations in Section 1 continue to be true in all material respects, then this FHA Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that my Mortgage and Note are governed under the applicable laws and regulations of the Federal Housing Administration ("FHA"), and this Modification Agreement is further subject to my compliance with the requirements of FHA under this modification program (the "Program") as announced from time to time.

I understand that after I sign and return two copies of this Agreement to the Lender/Mortgagee, the Lender/Mortgagee will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied and the Lender/Mortgagee has executed a counterpart of this Agreement.

1 **My Representations** I certify, represent to Lender/Mortgagee and agree

- A I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future,
- B I live in the Property as my principal residence, and the Property has not been condemned,
- C There has been no change in the ownership of the Property since I signed the Loan Documents,
- D I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Program).

FHA/JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver [REDACTED] Form 3157 3/09 (rev 2-23-10) (page 2 of 10 pages)

[REDACTED]

EXHIBIT C

Loan Number [REDACTED]

- E Under penalty of perjury, all documents and information I have provided to Lender/Mortgagee in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct,
- F If Lender/Mortgagee requires me to obtain credit counseling in connection with the Program, I will do so, and
- G I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan

2 **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that

- A TIME IS OF THE ESSENCE under this Agreement This means I must make all payments on or before the days that they are due,
- B If prior to the Modification Effective Date as set forth in Section 3 the Lender/Mortgagee determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate In that event, the Lender/Mortgagee will have all of the rights and remedies provided by the Loan Documents, and
- C I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender/Mortgagee a copy of this Agreement signed by the Lender/Mortgagee, and (ii) the Modification Effective Date (as defined in Section 3) has occurred I further understand and agree that the Lender/Mortgagee will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement
- D I understand and agree that if I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, I am voluntarily entering into this modification for the benefits to be obtained thereby and not as a reaffirmation of the debt evidenced by the Note, and I further understand and agree, and the Lender/Mortgagee, by its execution of this Agreement also agrees, that nothing contained herein is intended to impose personal liability for the Loan in violation of such discharge

3 **The Modification** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **DECEMBER 01, 2013** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect The first modified payment will be due on **DECEMBER 01, 2013**

- A The new Maturity Date will be **NOVEMBER 01, 2043**
- B The modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender/Mortgagee but not previously credited to my Loan The new principal balance of my Note will be **\$93,856.35** (the "New Principal Balance") I understand that by agreeing to add the Unpaid Amounts to the

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Mae/Freddie Mac UNIFORM INSTRUMENT ver [REDACTED] Form 3157 3/09 (rev 2-23-10)
(page 3 of 10 pages)

[REDACTED]

Loan Number [REDACTED]

outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C Interest at the rate of 4.500% will begin to accrue on the New Principal Balance as of NOVEMBER 01, 2013 and the first new monthly payment on the New Principal Balance will be due on DECEMBER 01, 2013. My payment schedule for the modified loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1 - 30	4.500%	11/01/2013	\$475.56	\$242.25 May adjust periodically	\$717.81 May adjust periodically	12/01/2013	360

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3 C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3 C.

[REDACTED]

4 Additional Agreements I agree to the following

- A That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased, (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents), or (iii) the Lender/Mortgagee has waived this requirement in writing
- B That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender/Mortgagee
- C To comply, except to the extent that they are modified by this Agreement, or by the U S Bankruptcy Code, with all covenants, agreements, and requirements of FHA in connection with the Program, and the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan
- D If under applicable law, a servicer may not establish an escrow account for the subject mortgage loan
- E That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms
- F That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U S Bankruptcy Code, remain in full force and effect, nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents, and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U S Bankruptcy Code, the Lender/Mortgagee and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents
- G That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows If all or any part of the Property or any interest in it is sold or transferred without Lender's/Mortgagee's prior written consent, Lender/Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage However, Lender/Mortgagee shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer If Lender/Mortgagee exercises this option, Lender/Mortgagee shall give me notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage If I fail to pay these sums prior to the expiration of this period, Lender/Mortgagee may invoke any remedies permitted by the Mortgage without further notice or demand on me
- H That, as of the Modification Effective Date, I understand that the Lender/Mortgagee will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St Germain Act, 12 U S C Section 1701j-3 A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property

[REDACTED]

- I That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void
- J That, I will cooperate fully with Lender/Mortgagee in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's/Mortgagee's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender/Mortgagee does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void
- K That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement, or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program
- L Mortgage Electronic Registration Systems, Inc ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, (888) 679-MERS In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender/Mortgagee and Lender's/Mortgagee's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender/Mortgagee including, but not limited to, releasing and canceling the mortgage loan
- M That Lender/Mortgagee will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender/Mortgagee to (a) the U S Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan, (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s), (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program, and (e) any HUD certified housing counselor
- N I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's/Mortgagee's request to execute, acknowledge, initial and deliver to the Lender/Mortgagee any documentation the Lender/Mortgagee deems necessary If the original promissory note is

[REDACTED]

Loan Number 

replaced, the Lender/Mortgagee hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender/Mortgagee requests of me under this Section 4 N shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's/Mortgagee's written request for such replacement. This Agreement may be executed in multiple counterparts.

- O That, if I am in bankruptcy upon execution of this document, I will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. I understand that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.
- P If I receive a separate notice from Lender/Mortgagee that I am required to attend additional debt management counseling, I agree to promptly attend such counseling and provide evidence of attendance to Lender/Mortgagee upon request.
- Q I acknowledge and agree that if the Lender/Mortgagee executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

FHA/JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver  Form 3157 3/09 (rev 2-23-10)

(page 7 of 10 pages)


Loan Number 


TO BE SIGNED BY BORROWER/CO-OWNER/BORROWER'S AND CO-OWNER'S SPOUSE OR DOMESTIC PARTNER ONLY

BORROWER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A And PASCUAL MONTANEZ AND SARAH MARTINEZ HUSBAND AND WIFE, LOAN NUMBER 4502808586 WITH A MODIFICATION EFFECTIVE DATE OF December 01, 2013

In Witness Whereof, the Borrower(s) have executed this agreement

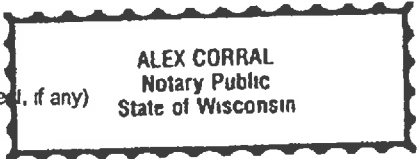
The undersigned hereby acknowledge that the signatures below include the Borrowers on the Loan, and those of any non-borrower co-owner(s) of the Property, or a non-borrower spouse or domestic partner of a Borrower with rights of dower/curtesy/homestead and/or community property under applicable law. Such additional persons are signing solely to evidence their agreement that all of their right, title and interest in the Property is subject and subordinate to the terms and conditions of this Agreement and the Loan Documents.


 _____ Date 10/25/13
 PASCUAL MONTANEZ

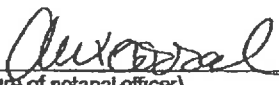

 _____ Date 10/25/13
 SARAH MARTINEZ

State of WISCONSIN
County of milwaukee

This instrument was acknowledged before me on October 25
2013 by PASCUAL MONTANEZ and SARAH MARTINEZ

(Seal, if any) 
 ALEX CORRAL
 Notary Public
 State of Wisconsin

My Commission expires _____



 (Signature of notary officer)

Personal Banker

 Title (and Rank)



Loan Number 

TO BE SIGNED BY LENDER/MORTGAGEE ONLY

**LENDER/MORTGAGEE SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT
BETWEEN JPMORGAN CHASE BANK, N A And PASCUAL MONTANEZ AND SARAHI MARTINEZ
HUSBAND AND WIFE, LOAN NUMBER 4502808586 WITH A MODIFICATION EFFECTIVE DATE OF
December 01, 2013**

In Witness Whereof, the Lender/Mortgagee has executed this Agreement

Lender/Mortgagee

JPMORGAN CHASE BANK, N A

By 

Printed Name **Taccara Evans
Vice President**

Date 11.13.13

**FLA/JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie
Mae/Freddie Mac UNIFORM INSTRUMENT version  Form 3157 3/09 (rev 2-23-10)
(page 9 of 10 pages)**



Loan Number 

State of COLORADO
County of DENVER

The foregoing instrument was acknowledged before me this 13 day of NOV
2013 by Iaccara Evans, Vice President of JPMORGAN CHASE BANK,
N.A., a national banking association



(signature of person taking acknowledgment)

Printed Name **Jose L Chavez**

[SEAL]

Notary
(title or rank)

(serial number, if any)

My Commission expires 5-22-2016

This instrument was drafted by
Gabrielle Dugan
Vice President
JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009

JOSE L CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 5-22-2016

FHA/JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie
Mae/Freddie Mac UNIFORM INSTRUMENT ver  Form 3157 3/09 (rev 2-23-10)
(page 10 of 10 pages)



RECORDED
09/12/2016 6:04 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

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

CORRECTION INSTRUMENT

Document Number

Deborah Ryan Halmo, being first duly sworn on oath, deposes and states that:

1. This correction instrument is to correct or amend the Mortgage granted by Pascual Montanez and Sarahi Martinez, husband and wife, to Mortgage Electronic Registration Systems, Inc. as nominee MetLife Home Loans, a division of MetLife Bank, N.A. (the "Mortgagee") in the amount of \$99,931.00, recorded with the Register of Deeds for Milwaukee County on January 18, 2010 as document 9835965 (the "Mortgage"), which has been assigned by document which has been assigned by document 10265979 and modified by document 10315294. A true and correct copy of the Mortgage is attached as Exhibit A.

1. Pascual Montanez and Sarahi Martinez, husband and wife, are the owners of the property attached hereto as Exhibit B, as evidenced by the Warranty Deed recorded on August 26, 2004 as document 8851864.

3. The Mortgage and Assignment cite a legal description, attached hereto as Exhibit C, the first paragraph of which states "Lot 18" instead of "Lot 28" and "Range 22 East" instead of "Range 22 East."

4. It was the intent of the Mortgagee to take a mortgage on the land described in the attached Exhibit B.

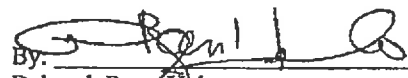
5. This Correction Instrument is being recorded to correct the legal description contained in the Mortgage, and the legal description in the Mortgage is hereby corrected and replaced with the legal description recited in Exhibit B.

6. This Correction Instrument is being recorded in accordance with §706.085, Wis. Stats., and should be recorded and indexed against the property legally described in Exhibit B and in the appropriate grantor/grantee index.

9. The undersigned certifies that she was the settlement agent for the Mortgage and has personal knowledge of the circumstances of these instruments and all of the facts recited in this correction instrument, and further certify that pursuant to §706.085(2)(c), Wis. Stats., a copy of this document has been mailed by first class mail to the last known addresses of all parties to the instruments corrected hereby.

10. The undersigned agree that this instrument may be executed in multiple counterparts with the same force and effect as though all persons executed the same instrument.

IN WITNESS WHEREOF, Deborah Halmo has executed this Affidavit this 8 day of Sept., 2016.

By: 
Deborah Ryan Halmo

Recording Area

Name and Return Address

John F. Nielsen
Beisel & Dunlevy, P.A.
730 Second Avenue South, Suite 282
Minneapolis, MN 55402-2444

469-0119-3

Parcel Identification Number (PIN)

Exhibit B

Lot 28, Block 24, in Assessment Subdivision No. 47, being a part of the Southeast 1/4 of Section 6, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

ALSO:

That part of Lot 18, Block 24, in Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, more particularly described as follows, to-wit: Commencing at a point in the Southeast corner of Lot 18, Block 24, Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Township 6 North, Range 22 East; running thence North along the East line of Lot 18 aforesaid, 30.00 feet to a point in the Northwest corner of Lot 28, in Block 24, of said Subdivision; thence West along the North line of said Lot 28, extended West, 16.00 feet to a point; thence South along a line which is parallel to and 16.00 feet West of the East line of Lot 18 aforesaid, 25.00 feet to a point; thence Southeasterly 7.07 feet to a point in the South line of said Lot 18, said point lying 11.00 feet West of the Southeast corner of said Lot 18; thence East along the South line of Lot 18 aforesaid, 11.00 feet to the point of commencement.

Exhibit C

Lot 18, Block 24, in Assessment Subdivision No. 47, being a part of the Southeast 1/4 of Section 6, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

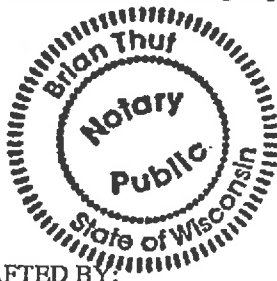
ALSO:

That part of Lot 18, Block 24, in Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows, to-wit: Commencing at a point in the Southeast corner of Lot 18, Block 24, Assessment Subdivision No. 47, in the Southeast 1/4 of Section 6, Town 6 North, Range 22 East, running thence North along the East line of Lot 18 aforesaid, 30.00 feet to a point in the Northwest corner of Lot 28, in Block 24, of said Subdivision; thence West along the North line of said Lot 28, extended West, 16 00 feet to a point; thence South along a line which is parallel to and 16 00 feet West of the East line of Lot 18 aforesaid, 25.00 feet to a point; thence Southeasterly 7.07 feet to a point in the South line of said Lot 18, said point lying 11.00 feet West of the Southeast corner of said Lot 18; thence East along the South line of Lot 18 aforesaid, 11.00 feet to the point of commencement

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 (SS
COUNTY OF WAUKESHA)

Signed and sworn to before me on this 8TH day of September, 2016, the above named Deborah Halmo, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



[Signature]
Name: Brian Thuf
Notary Public, State of Wisconsin
My commission expires 1/1/17

THIS INSTRUMENT WAS DRAFTED BY:

John F. Nielsen, WI Bar #1102124
Beisel & Dunlevy, P.A. (JFN)
730 Second Avenue South, Suite 282
Minneapolis, MN 55402-2444



- j. A Mortgage from Pascual Montanez, a married man and Sarahi Martinez, husband and wife to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for MetLife Home Loans, a Division of MetLife Bank, N.A. in the original amount of \$99,931.00.
Dated: December 18, 2009 Recorded: January 18, 2010
Document No: 9835965



The foregoing mortgage has been assigned to JPMorgan Chase Bank, National Association, by assignment.

Recorded: July 1, 2013
Document No: 10265979

Loan Modification Agreement.

Recorded: November 21, 2013
Document No: 10315294 (Copy attached)

- k. A Mortgage from Pascual Montanez and Sarahi Martinez, husband and wife to The Secretary of Housing and Urban Development, Department of Housing and Urban Development, Attention Single Family Notes Branch, 451 Seventh Street Southwest, Washington DC in the original amount of \$2,769.46.

Dated: October 11, 2013 Recorded: November 21, 2013
Document No: 10315295

- l. Judgment Case: 12TJ469
Docketed: March 19, 2012
Debtor: Sarahi Martinez
Creditor: West Allis City, 7525 W. Greenfield Ave., West Allis, WI
Amount: \$5,010.00
Attorney: Scott Edward Post

LIEN REPORT