

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**NewRez LLC d/b/a Shellpoint Mortgage Servicing vs.  
Connie M. Vianes et al**Electronic Filing  
Notice**Case No. 2023CV009240  
Class Code: Foreclosure of Mortgage

FILED

04-10-2024

Anna Maria Hodges  
Clerk of Circuit Court  
2023CV009240  
Honorable Gwen  
Connolly-44  
Branch 44CITY OF WEST ALLIS  
7525 W. GREENFIELD AVENUE  
WEST ALLIS WI 53214

Case number 2023CV009240 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: 525689**

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 414-278-4140.

Milwaukee County Circuit Court  
Date: April 11, 2024CITY OF WEST ALLIS  
19 APR '24 PM2:42

FILED  
04-10-2024  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV009240  
Honorable Gwen  
Connolly-44  
Branch 44

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

NewRez LLC d/b/a Shellpoint Mortgage Servicing  
55 Beattie Place  
Greenville, SC 29601

**Plaintiff**

AMENDED SUMMONS

Case No: 23 CV 9240

vs

Case Code: 30404

Connie M. Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

Distressed Asset Portfolio IV, LLC  
10625 Techwoods Circle  
Cincinnati, OH 45242

Joshua Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

State of Wisconsin Department of Revenue  
2135 Rimrock Road  
Madison, WI 53713

Unknown Spouse of Connie M. Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

Beacon Sales Acquisition, Inc.  
c/o Corporation Service Company, Registered Agent  
33 East Main Street, Suite 610  
Madison, WI 53703

Unknown Spouse of Joshua Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

**Defendants**

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THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty-five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the

Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

Milwaukee County Clerk of Circuit Court  
901 N. 9<sup>th</sup> Street, Room 104  
Milwaukee, WI 53233

and to the plaintiff's attorney whose address is:

Phillip A. Norman, P.C.  
17035 W. Wisconsin Avenue, Suite 150  
Brookfield, WI 53005

You may have an attorney help or represent you.

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

Dated this 9<sup>th</sup> day of April, 2024



**Attorney Kelly M. Smith**

State Bar No. 1067970

kelly.smith@normanattorney.com

**Attorney Thomas C. Dill**

State Bar No. 1018514

thomas.dill@normanattorney.com

Phillip A. Norman, P.C.

17035 W. Wisconsin Avenue, Suite 150

Brookfield, WI 53005

262-314-6564

23-01363

FILED  
04-10-2024  
Anna Maria Hodges  
Clerk of Circuit Court  
MILWAUKEE COUNTY  
Honorable Gwen  
Connolly-44  
Branch 44

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

NewRez LLC d/b/a Shellpoint Mortgage Servicing  
55 Beattie Place  
Greenville, SC 29601

**Plaintiff**

AMENDED COMPLAINT

Case No: 23 CV 9240

VS

Case Code: 30404

Connie M. Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

Distressed Asset Portfolio IV, LLC  
10625 Techwoods Circle  
Cincinnati, OH 45242

Joshua Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

State of Wisconsin Department of Revenue  
2135 Rimrock Road  
Madison, WI 53713

Unknown Spouse of Connie M. Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

Beacon Sales Acquisition, Inc.  
c/o Corporation Service Company, Registered Agent  
33 East Main Street, Suite 610  
Madison, WI 53703

Unknown Spouse of Joshua Vianes  
2902 S. 124<sup>th</sup> Street  
West Allis, WI 53227

City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

**Defendants**

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Phillip A. Norman, P.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That NewRez LLC d/b/a Shellpoint Mortgage Servicing is the plaintiff in this action and is a foreign corporation with offices located at 55 Beattie Place, Greenville, SC 29601. NewRez LLC d/b/a Shellpoint Mortgage Servicing is the current mortgagee of record and is entitled to enforce the note.

2. That Connie M. Vianes is an adult who, upon information and belief, resides at 2902 S. 124<sup>th</sup> Street, West Allis, WI 53227 and shall hereinafter be referred to as "mortgagor".
3. That Joshua Vianes is an adult who, upon information and belief, resides at 2902 S. 124<sup>th</sup> Street, West Allis, WI 53227 and shall hereinafter be referred to as "mortgagor".
4. That Unknown Spouse of Connie M. Vianes, if any, is 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 Joshua Vianes, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
6. That Distressed Asset Portfolio IV, LLC is a party to this action by virtue of a judgment entered against Joshua R. Vianes in case number 22 TJ 162 docketed April 14, 2022 in the amount of \$1,585.54.
7. That State of Wisconsin Department of Revenue is a party to this action by virtue of a State Tax lien entered against Joshua Vianes as case number 22 TW 3828 filed October 17, 2022 in the amount of \$10,142.26.
8. That Beacon Sales Acquisition, Inc. is a party to this action by virtue of a judgment entered against Joshua Vianes in case number 22 CV 4485 docketed December 1, 2022 in the amount of \$34,850.08.
9. That City of West Allis is a party to this action by virtue of a judgment entered against Joshua Vianes in case number 23 TJ 622 docketed August 21, 2023 in the amount of \$5,005.00.
10. That the City of West Allis is a party to this action by virtue of an additional judgment entered against Connie Vianes in case number 23 TJ 1114 docketed December 5, 2023 in the amount of \$505.00.
11. On or about April 8, 2019 for value received, mortgagors executed and delivered to the original lender, First Bank Financial Centre, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$257,640.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached, as previously on file with the Court as Exhibit "A".
12. That to secure the note referred to in the preceding paragraph, the mortgagors duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for First Bank Financial Centre which mortgage was recorded May 2, 2019 as document number 10867082. A copy of said mortgage is attached to this complaint, as previously on file with the Court as Exhibit "B".
13. That mortgage was subsequently assigned to JPMorgan Chase Bank, National Association, by an assignment recorded on April 29, 2022 as document number 11242065. A copy of said assignment is attached to this complaint, as previously on file with the Court as Exhibit "C".
14. That mortgage was subsequently assigned to NewRez, LLC f/k/a New Penn Financial d/b/a Shellpoint Mortgage Servicing, by an assignment recorded on August 24, 2023 as

document number 11361699. A copy of said assignment is attached to this complaint, as previously on file with the Court as Exhibit "D".

15. The mortgagors failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagors owe for the April, 2023 and subsequent payments and owe a principal balance of \$239,940.70 accruing interest at the current rate of 4.25000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
16. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
17. The property consists of a single-family property known as 2902 S. 124<sup>th</sup> Street, West Allis, WI 53227. The property does constitute the homestead of the mortgagors and has not been abandoned by the mortgagor. The legal description of the property is as follows:

A parcel of land in the Southwest 1/4 of Section 7, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit;

Commencing at a point in the West line of said ¼ Section, 1300 feet North of the Southwest corner of said 1/4 Section, thence Easterly and parallel to the South line of said 1/4 Section, 657 feet to a point, thence Northerly and parallel to the West line of said 1/4 Section, 100 feet to a point, thence Westerly and parallel to the South line of said 1/4 Section 657 feet to a point, thence Southerly along the West line of said 1/4 Section 100 feet to the place of commencement; Excepting therefrom those parts taken or dedicated for road purposes.

18. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.10 of the Wisconsin Statutes with a six (6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to preserve its right to judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
19. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.10 of the Wisconsin Statutes which calls for a six (6) month period of redemption;

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

That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;  
That the mortgagor or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

That plaintiff have such other and further relief as may be just and equitable.

Dated this 9th day of April, 2024



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**Attorney Kelly M. Smith**

State Bar No. **1067970**

kelly.smith@normanattorney.com

**Attorney Thomas C. Dill**

State Bar No. **1018514**

thomas.dill@normanattorney.com

Phillip A. Norman, P.C.

17035 W. Wisconsin Avenue, Suite 150

Brookfield, WI 53005

262-314-6564

23-01363

MIN: [REDACTED] LOAN #:

NOTE

April 8, 2019  
[Date]

MENOMONEE FALLS,  
[City]

Wisconsin  
[State]



2902 S 124th St, West Allis, WI 53227  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$257,640.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is First Bank Financial Centre, a Wisconsin Corporation.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.250 %.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on June 1, 2019.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before principal. If, on May 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 155 W Wisconsin Avenue  
Oconomowoc, WI 53086

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,267.43.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

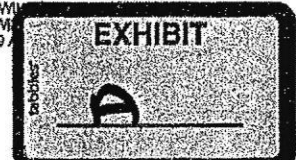
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly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

(B) Default

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

(C) Notice of Default

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





LOAN # [REDACTED]

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

[Signature of Connie M. Vianes]

CONNIE M. VIANES

4-8-19 (Seal) DATE

[Signature of Joshua Vianes]

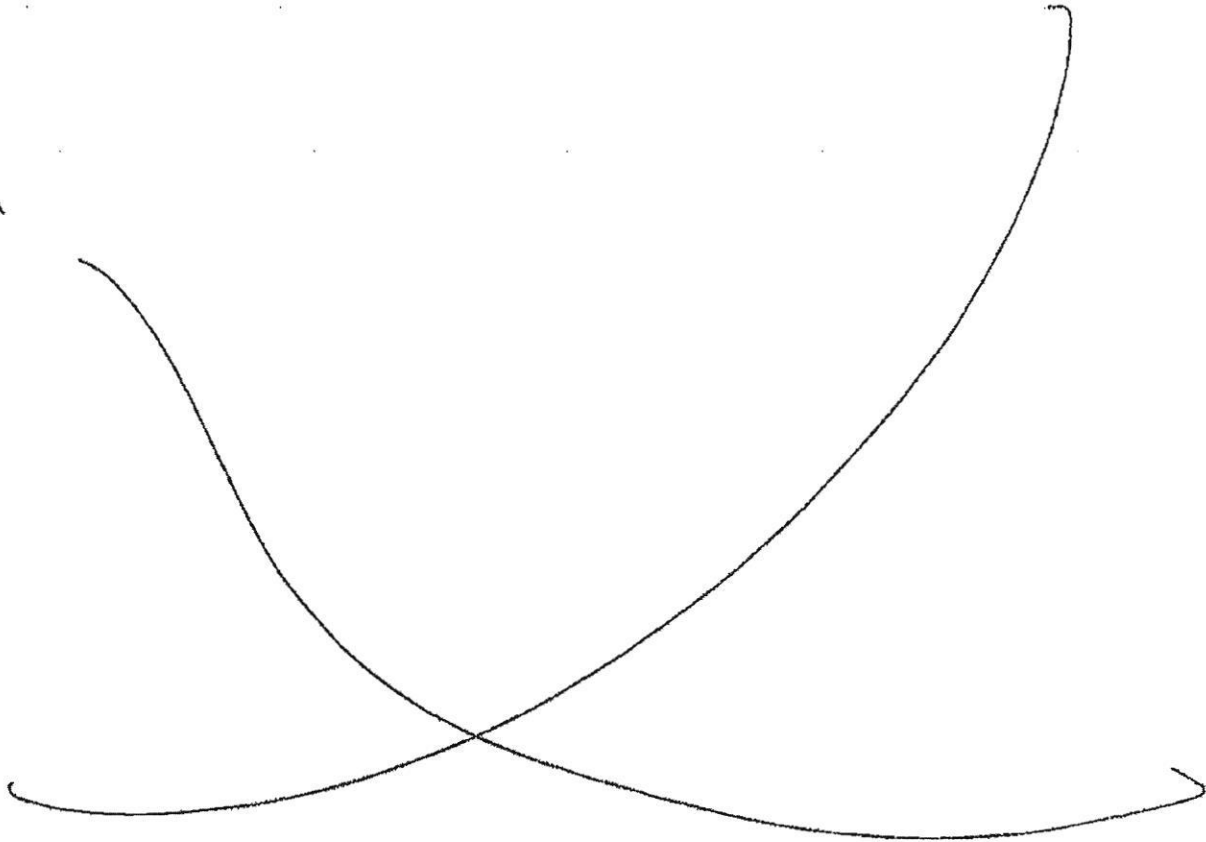
JOSHUA VIANES

4-8-19 (Seal) DATE

Lender: First Bank Financial Centre  
NMLS ID: 410817  
Loan Originator: Amy Virginia Canada  
NMLS ID: 283092

[Sign Original Only]  
Initials: [Handwritten Initials]  
F3250WIN 0107  
F3250WIN (CLS)  
04/05/2019 08:19 AM PST

LOAN #:



Pay to the Order of:

PAY TO THE ORDER OF: JPMorgan Chase Bank, N.A.  
WITHOUT RECOURSE  
First Bank Financial Contro

BY: *Michael A. Welsh*  
MICHAEL A WELSH, ASST VICE PRESIDENT

Without Recourse  
JPMorgan Chase Bank, N.A.  
*Minnie McWilliams*  
Minnie McWilliams/Assistant Secretary



10

MORTGAGE

DOC. # 10867082

DOCUMENT NUMBER

When recorded, return to:
First Bank Financial Centre
Attn: Final Document Department
165 W Wisconsin Avenue
Oconomowoc, WI 53066

RECORDED:
05/02/2019 09:48 AM

REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00



LOAN #
PARCEL IDENTIFIER NUMBER 5219974000

(Space Above This Line for Recording Data)

MERS PHONE #: 1-888-679-6377

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated April 8, 2019, together with all Riders to this document.
(B) "Borrower" is CONNIE M VIANES AND JOSHUA VIANES, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

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

Lender is a Wisconsin Corporation, Wisconsin, Oconomowoc, WI 53066.

organized and existing under the laws of Lender's address is 165 W Wisconsin Avenue,

(E) "Note" means the promissory note signed by Borrower and dated April 8, 2019, The Note states that Borrower owes Lender TWO HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED FORTY AND NO/100 \*\*\*\*\* Dollars (U.S. \$257,640.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2049.

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
Balloon Rider
1-4 Family Rider
V.A. Rider
Condominium Rider
Planned Unit Development Rider
Biweekly Payment Rider
Second Home Rider
Other(s) (specify)

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

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

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic

Initials:
RECORDED 0516
04/05/2019 08:19 AM



LOAN #: [REDACTED]

tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Name of Recording Jurisdiction]:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 7, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION, 1300 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION, THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION, 657 FEET TO A POINT, THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 100 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 557 FEET TO A POINT, THENCE THENCE SOUTHERLY ALONG THE WEST LINE OF SAID 1/4 SECTION 100 FEET TO THE PLACE OF COMMENCEMENT; EXCEPTING THEREFROM THOSE PARTS TAKEN OR DEDICATED FOR ROAD PURPOSES.

THIS IS A PURCHASE MONEY MORTGAGE  
PIN# 8219974009

which currently has the address of 2902 S 124th St, West Allis,

[Street City]

Wisconsin 53227

("Property Address"):

[Zip Code]

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

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

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

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

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

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check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not

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

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

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

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

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

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

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1980 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 20), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security

Initials: [Signature]  
WEEBBD 0616  
WEEBBD (DL6)  
04/03/2016 03:19 AM PST



LOAN # [REDACTED]

Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 16) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 12 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 28) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 28); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

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

Initials: *[Signature]*  
- W/ED/ED 0816  
W/ED/ED (CL.S.)  
04/02/2019 08:16 AM PST



LOAN #: [REDACTED]

estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 848.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

*[Handwritten signature of Connie M. Vianes]*  
\_\_\_\_\_  
CONNIE M. VIANES

4-8-19 (Seal)  
DATE

*[Handwritten signature of Joshua Vianes]*  
\_\_\_\_\_  
JOSHUA VIANES

4-8-19 (Seal)  
DATE

State of WISCONSIN  
County of MILWAUKEE

This instrument was acknowledged before me on April 8, 2019 (date) by  
CONNIE M. VIANES AND JOSHUA VIANES (name(s) of person(s)).

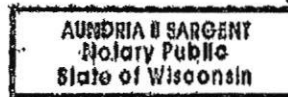
*[Handwritten signature of Aundria B. Sargent]*  
\_\_\_\_\_  
(Signature of Notarial Officer)

Title and Rank: Notary Public

Aundria B Sargent

My Commission Expires: June 28, 2022

Lender: First Bank Financial Centre  
NMLS ID: 410817  
Loan Originator: Amy Virginia Canada  
NMLS ID: 283092



THIS INSTRUMENT WAS DRAFTED BY:  
KELLY DEBAKER  
FIRST BANK FINANCIAL CENTRE  
155 W WISCONSIN AVENUE  
OCCONOWOC, WI 53066

Initials: *[Handwritten initials]*  
WREDED 0816  
WREDED (GLB)  
04/05/2019 08:18 AM PST



## EXHIBIT A

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A parcel of land in the Southwest 1/4 of Section 7, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the West line of said 1/4 Section, 1300 feet North of the Southwest corner of said 1/4 Section, thence Easterly and parallel to the South line of said 1/4 Section, 657 feet to a point, thence Northerly and parallel to the West line of said 1/4 Section, 100 feet to a point, thence Westerly and parallel to the South line of said 1/4 Section 657 feet to a point, thence Southerly along the West line of said 1/4 Section 100 feet to the place of commencement; EXCEPTING THEREFROM those parts taken or dedicated for road purposes.

For informational purposes only

Property Address: 2902 S 124th St, West Allis, WI 53227

Tax Key No.: 521-9974-000

RECORDING REQUESTED AND PREPARED BY:

JPMorgan Chase - eP4  
700 Kansas Lane  
MC 8000  
Monroe LA 71203  
(318)432-6157

AND WHEN RECORDED MAIL TO:

JPMorgan Chase - eP4  
700 Kansas Lane  
MC 8000  
Monroe, LA 71203  
MIN: [REDACTED]  
MERS Phone #: (888) 679-6377

DOC # 11242065  
RECORDED  
04/29/2022 01:04 PM  
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.\*\*\*

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for First Bank Financial Centre, its Successors and Assigns P.O. Box 2026, Flint, MI 48501-2026, by these presents does convey, assign, transfer and set over to: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION 700 KANSAS LANE MC 8000, MONROE, LA 71203, the following described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$ 287,640.00 is recorded in the State of WISCONSIN, County of Milwaukee Official Records, dated 04/18/2019 and recorded on 05/02/2019, as Instrument No. 10867082,  
Original Mortgagor: CONNIE M VIANES AND JOSUUA VIANES  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for First Bank Financial Centre, its Successors and Assigns  
Property Address: 2902 S 124TH ST WEST ALLIS, WI 53227  
Legal Description: SEE EXHIBIT A ATTACHED  
Parcel Tax ID: 521-9974-000

Date: 04/25/2022

Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for First Bank Financial Centre, its Successors and Assigns

CCU  
Name: Kelly McWilliams  
Title: ASSISTANT SECRETARY



STATE OF Louisiana ) s.s.  
PARISH OF Ouachita

On 04/25/2022 before me appeared Kelly McWilliams to me personally known, who did say

that s/he/they is (are) the ASSISTANT SECRETARY of Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for First Bank Financial Centre, its Successors and Assigns and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Witness my hand and official seal.

Mary Blanche  
Notary Public: MARY BLANCHE  
My Commission Expires: 11/01/2024  
Commission #: 64436

Mary Blanche  
Ouachita Parish, Louisiana  
Lifetime Commission  
Notary Public ID # 64436

Loan #: [REDACTED]



**EXHIBIT A - LEGAL DESCRIPTION**

A parcel of land in the Southwest 1/4 of Section 7, in Township 8 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, is curbed and described as follows, to-wit: Commencing at a point in the West line of said 1/4 Section, 1300 feet North of the Southwest corner of said 1/4 Section, thence Easterly and parallel to the South line of said 1/4 Section, 667 feet to a point, thence Northerly and parallel to the West line of said 1/4 Section, 100 feet to a point, thence Westerly and parallel to the South line of said 1/4 Section 667 feet to a point, thence Southerly along the West line of said 1/4 Section 100 feet to the place of commencement; EXCEPTING THEREFROM those parts taken or dedicated for road purposes.

For informational purposes only  
Property Address: 2902 S 124th St, West Allis, WI 53227  
Tax Key No.: 621-9874-000

Record and Return To:  
JPMorganChase - eP4  
700 Kansas Lane  
MC 8000  
Monroe, LA 71203

This Instrument was Prepared By:  
Jessalyn Barriga  
JPMorganChase - eP4  
700 Kansas Lane  
MC 8000  
Monroe, LA 71203  
(318)432-6157

Servicer Loan #: [REDACTED]  
**ASSIGNMENT OF MORTGAGE**

DOC # 11361699  
RECORDED  
08/24/2023 06:03 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.\*\*\*

Parcel Tax ID: 521-9974-000  
For good and valuable consideration, the sufficiency of which is hereby acknowledged, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 700 KANSAS LANE MC 8000, MONROE, LA 71203, by these presents does convey, assign, transfer and set over to: NewRez LLC d/b/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing 55 Beattie Place, MS#100, Greenville, SC 29601, the following described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$257,648.00 is recorded in the State of WISCONSIN, County of Milwaukee Official Records, dated 04/08/2019 and recorded on 05/02/2019, as Instrument No. 10867082.  
Original Mortgagor: CONNIE M VIANES AND JOSHUA VIANES, HUSBAND AND WIFE  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for FIRST BANK FINANCIAL CENTRE, its Successors and Assigns  
Property Address: 2502 S 124TH ST, WEST ALLIS, WI 53227  
Legal Description: SEE EXHIBIT A ATTACHED  
Date: 08/14/2023.  
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: Dominique Treatway  
Name: Dominique Treatway  
Title: Vice President- Doc Execution



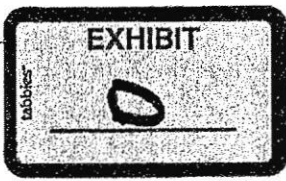
STATE OF Louisiana )  
PARISH OF Ouachita ) s.s.  
On 08/14/2023, before me appeared Dominique Treatway, to me personally known, who did say that s/he/they is (are) the Vice President- Doc Execution of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Witness my hand and official seal.  
Eva Reese

Notary Public: Eva Reese  
My Commission Expires: Lifetime  
Commission #: 17070

Eva Reese  
Ouachita Parish, Louisiana  
Lifetime Commission  
Notary Public ID# 17070

Loan #: [REDACTED]



**EXHIBIT A - LEGAL DESCRIPTION**

A parcel of land in the Southwest 1/4 of Section 7, in Township 8 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the West line of said 1/4 Section, 1300 feet North of the Southwest corner of said 1/4 Section, thence Easterly and parallel to the South line of said 1/4 Section, 657 feet to a point, thence Northerly and parallel to the West line of said 1/4 Section, 100 feet to a point, thence Westerly and parallel to the South line of said 1/4 Section 657 feet to a point, thence Southerly along the West line of said 1/4 Section 100 feet to the place of commencement; EXCEPTING THEREFROM those parts taken or dedicated for road purposes.

For informational purposes only  
Property Address: 2002 S 124th St, West Allis, WI 53227  
Tax Key No.: 521-9874-000



## Foreclosure Mediation Program

# Notice of Availability of Mediation

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### 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](http://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](mailto: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	

Continued on page 2

Rev. 9/1/2018

What is your annual household income?	Female Head of Household? <input type="checkbox"/> Yes <input type="checkbox"/> 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><b>Authorization for Research and Evaluation.</b> The Metro Milwaukee Foreclosure Mediation Program &amp; 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>	
_____	_____
<i>Property Owner's Signature</i>	<i>Date</i>
_____	_____
<i>Property Owner's Signature</i>	<i>Date</i>

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

### Step 1:

Within 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:

**Mail:** P.O. Box 633, Milwaukee, WI 53201  
**Email:** apply@mediatewisconsin.com  
**Fax:** (414) 939-8803

**Contact us with questions at:**  
**Phone:** (414) 939-8800 / **Toll Free:** (877) 721-6262

*If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.*

### Step 2:

Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package.

Promptly collect and deliver to them all of the items they request. This step is critical.

This should be done within two (2) weeks or sooner.

### Step 3:

Pay 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)**

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.

Please contact us to discuss installment payments, if needed.