

15CV002427

Nationstar Mortgage LLC d/b/a Champion Mortgage
350 Highland Dr.
Lewisville, TX 75067

RECEIVED

APR - 8 2015

CITY OF WEST ALLIS
CITY CLERK

Plaintiff

SUMMONS

Case No:

vs

Case Code: 30404

Estate of Dorothy D. Kutlesa
3658 South Brust Avenue
Milwaukee, WI 53207

Unknown Spouse of Dorothy D. Kutlesa
3658 South Brust Avenue
Milwaukee, WI 53207

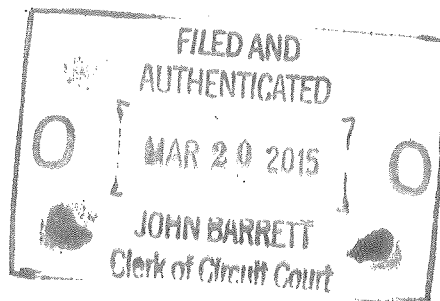
Unknown Tenants
1624 South 96th Street
West Allis, WI 53214

Unknown Tenants
1626 South 96th Street
West Allis, WI 53214

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

Defendants

HON. DAVID A. HANSHER, BR. 42
CIVIL A



THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

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

C: Attorney 4/9/15

and to the plaintiff's attorney whose address is:

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

You may have an attorney help or represent you.

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

Dated this 18th day of March, 2015



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

Process Server: *G. Schomacher*
Time: *3:30pm* Date: *4-8-15*
Address of Server:
Person Served:
Person
Parties
Substitute
Corporate

Nationstar Mortgage LLC d/b/a Champion
Mortgage
350 Highland Dr.
Lewisville, TX 75067

Plaintiff

COMPLAINT

Case No:

vs

Case Code: 30404

Estate of Dorothy D. Kutlesa
3658 South Brust Avenue
Milwaukee, WI 53207

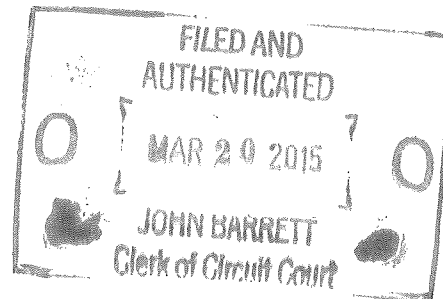
Unknown Spouse of Dorothy D. Kutlesa
3658 South Brust Avenue
Milwaukee, WI 53207

Unknown Tenants
1624 South 96th Street
West Allis, WI 53214

Unknown Tenants
1626 South 96th Street
West Allis, WI 53214

City of West Allis
7525 West 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, J Peterman Legal Group Ltd., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. Nationstar Mortgage LLC d/b/a Champion Mortgage is a foreign corporation with offices located at 350 Highland Dr., Lewisville, TX 75067. Nationstar Mortgage LLC d/b/a Champion Mortgage is the plaintiff in this action as it holds the subject mortgage.
2. That Estate of Dorothy D. Kutlesa is a party to this action by virtue of any interest it may have in the subject property. Upon information and belief, Susan Butkovic, who resides at 3658 South Brust Avenue, Milwaukee, WI 53207, is the Personal Representative for the Estate of Dorothy D. Kutlesa. That Dorothy D. Kutlesa, deceased, shall hereinafter be referred to as "mortgagor".

3. That Unknown Spouse of Dorothy D. Kutlesa, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Unknown Tenants are a party to this action by virtue of any leasehold interest they may have in the subject property.
5. That City of West Allis is a party to this action by virtue of a judgment entered against Dorothy Kutlesa in case number 09CV12352 docketed November 9, 2009 in the amount of \$18,286.56.
6. On or about January 21, 2009 for value received, mortgagor executed and delivered to the original lender, Countrywide Bank, FSB, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$270,000.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Countrywide Bank, FSB which mortgage was recorded February 6, 2009 as document number 09697417. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to the plaintiff/beneficiary listed herein, Champion Mortgage Company, by an assignment recorded on November 12, 2012 as document number 10183332. A copy of said assignment is attached to this complaint as Exhibit "C".
9. The plaintiff has accelerated the debt and has required immediate payment in full of all sums secured by the subject mortgage as a result of the borrower's death and that the subject property is not the principal residence of at least one surviving borrower. The plaintiff has directed foreclosure proceedings be instituted against these defendants. Borrower owes a net amount due of \$151,019.47. 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.
10. The property consists of a Multi Family Property known as 1624-1626 South 96th Street, West Allis, WI 53214. The property does not constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

Lot 12, and the South 2 1/2 feet of Lot 13, in Block 6, in Conrad Garden City, of part of the East 1/2 of the Northeast 1/4 of Section 5, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

11. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
12. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

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

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

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

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

That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

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

Dated this 18th day of March, 2015



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

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

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

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

Certified to be a true
and correct copy of the original
by CS

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

STATE OF WISCONSIN

FHA Case Number: 581-3264613-952

January 21, 2009

PROPERTY ADDRESS
1624-26 S 96th St
West Allis, WI 53214
MILWAUKEE COUNTY

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means COUNTRYWIDE BANK, FSB and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated January 21, 2009 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on September 25, 2084. Interest will be charged on unpaid principal at the rate of two and five hundred one thousandths percent (2.500%) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

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

(B) Place

Payment shall be made at Payoff Department, 5401 N. Beach St., FWTX-346, Fort Worth, TX 76137-2733 or any such other place as Lender may designate in writing by notice to Borrower.

• MULTISTATE HOME EQUITY CONVERSION ADJUSTABLE RATE NOTE
COUNTRYWIDE BANK, FSB

1R115-MU (10/07)

Page 1 of 5



(C) Limitation of Liability

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

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of April 2009; and on that day of each succeeding year the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

(B) The Index

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

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of two percentage points (2.000%) to the Current Index and rounding this amount to the nearest one-eighth of one percent. Subject to the limit(s) stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

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

Monthly Rate Adjustment: The interest rate will never increase above twelve and five hundred one thousandths percent (12.500%).

(E) Notice of Changes

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

(F) Effective Date of Changes

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

6. BORROWER'S RIGHT TO PREPAY

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

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit. Any partial prepayments will be made available to Borrower by increasing the amount of Borrower's monthly payments and/or increasing the amount available to Borrower for Loan Advances under a line of credit.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

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

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or retaining a beneficial interest in a trust with such an interest in the Property), or (c) a life estate in the Property.

(B) Other Grounds

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

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

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

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

8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

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

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

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

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

(B) Relationship of Secretary Payments to this Note

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

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

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

(C) Effect on Borrower

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

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

BY SIGNING UNDER SEAL BELOW, THE PARTIES ACCEPT AND AGREE TO THE TERMS AND COVENANTS CONTAINED IN THIS NOTE.

Dorothy D. Kulesa by Susan A. Butkovic
Dorothy D. Kulesa by Susan A. Butkovic, -Borrower
Attorney in Fact
Attorney in Fact

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
Laure Meder
LAURE MEDER
SENIOR VICE PRESIDENT

13

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

DOC.# 09697417

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 02/06/2009 02:22PM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT 35.00
FEE EXEMPT 77.25 #: 0

After Recording Return To
Countrywide Bank, FSB
MS SV-79 Document Processing
P O Box 10423
Van Nuys, CA 91410-0423

PARCEL IDENTIFIER NUMBER 4500354001

FHA Case Number 581-3264613-952

[Space Above This Line For Recording Data]

State of Wisconsin

This instrument was drafted by Wendy Puente

THIS MORTGAGE ("Security Instrument") is given on January 21, 2009 The Mortgagor is Dorothy D Kutlesa whose address is 1624-26 S 96th St, West Allis, WI 53214 ("Borrower") This Security Instrument is given to COUNTRYWIDE BANK FSB, which is organized and existing under the laws of the United States ("Lender"), and whose address is 1199 North Fairfax Street, Ste 500, Alexandria, VA 22314-1483 Borrower has agreed to repay to Lender amounts which Lender is obligated to advance including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement") The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note") This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including all future advances, with interest and all renewals, extensions and modifications of the Note up to a maximum principal amount of two hundred seventy thousand and 00/100 Dollars (U S \$270,000 00), (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on September 25, 2084 For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in MILWAUKEE County, Wisconsin which has the address of 1624-26 S 96th St, West Allis, WI 53214 ("Property Address"), and is more fully described on Exhibit A attached to this Security Instrument and incorporated herein

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 "

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE
IR219-WI (01/08) COUNTRYWIDE BANK, FSB

Page 1 of 13



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

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

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

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

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

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-WI (01/08)

COUNTRYWIDE BANK, FSB

Page 2 of 13

4. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

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

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

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

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-WI (01/08)

COUNTRYWIDE BANK, FSB

Page 3 of 13

7 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

9. Grounds for Acceleration of Debt.

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

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or retaining a beneficial interest in a trust with such an interest in the Property), or (c) a life estate in the Property.

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

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

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

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

- (i) Correct the matter which resulted in the Security Instrument coming due and payable, or

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-W1 (01/08)

COUNTRYWIDE BANK, FSB

Page 4 of 13

- (ii) Pay the balance in full, or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance, or
- (iv) Provide the Lender with a deed in lieu of foreclosure
- (e) **Trusts** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
- (f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within 8 months from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 8 months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

11 Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within eighteen (18) months immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-WI (01/08)

COUNTRYWIDE BANK, FSB

Page 5 of 13

12. Lien Status

- (a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a) If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances Borrower agrees to execute such documents If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument
- (b) **Tax Deferral Programs** Borrower shall not participate in a real estate tax deferral program if any liens created by the tax deferral are not subordinate to this Security Instrument
- (c) **Prior Liens** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Borrower shall satisfy the lien or take one more of the actions set forth above within ten (10) days of the giving of notice

13. Relationship to Second Security Instrument

- (a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property
- (b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless
- (i) This Security Instrument is assigned to the Secretary, or
 - (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE
1R219-W1 (01/08) COUNTRYWIDE BANK, FSB

Page 6 of 13

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

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

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note, or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note

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

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

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

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method The notice shall be directed to the Property Address or any other address all Borrowers jointly designate Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16

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

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

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE
COUNTRYWIDE BANK, FSB

IR219-WI (01/08)

Page 7 of 13

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

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

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, Reasonable Attorneys' Fees (as defined in Paragraph 25) and costs of title evidence.

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

21. Lien Priority The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-W1 (01/08)

COUNTRYWIDE BANK, FSB

Page 8 of 13

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of two and five hundred one thousandths percent (2.500%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H 15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of April 2009, and on that day of each succeeding year the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding that amount to the nearest one-eighth of one percent. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

(Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above twelve and five hundred one thousandths percent (12.500%).

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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.

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

IR219-WI (01/08)

COUNTRYWIDE BANK, FSB

Page 9 of 13

24 Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846 101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846 103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE
1R219-WI (01/08) COUNTRYWIDE BANK, FSB

Page 10 of 13

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

- Condominium Rider PUD Rider
 Shared Appreciation Rider Other _____

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

Dorothy D. Kulesa by Susan A. Butkovic, Attorney in Fact
Dorothy D. Kulesa by Susan A. Butkovic Attorney in Fact

-Borrower

-Borrower

-Borrower

STATE OF WISCONSIN, Milwaukee

County ss

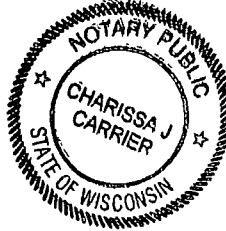
The foregoing instrument was acknowledged before me this January 21 2009.

by Dorothy D Kutlesca by Susan A Butkovic, Attorney in Fact.

My Commission Expires

7/21/09

[Signature]
Notary Public, State of Wisconsin



This Instrument was prepared by
Wendy Puente
MS CHDLR-D-281
2505 W Chandler Blvd
Chandler, AZ 85224-4921

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE
1R219-W1 (01/08) COUNTRYWIDE BANK, FSB
Page 12 of 13

EXHIBIT A

Exhibit A to the Mortgage given on January 21, 2009, by Dorothy D Kutlesa ("Borrower") to COUNTRYWIDE BANK, FSB ("Lender") The Property is located in the county of MILWAUKEE, state of Wisconsin, described as follows

Description of Property

Lot 12, and the South 2 1/2 feet of Lot 13, in Block 6, in Conrad Garden City, of part of the East 1/2 of the Northeast 1/4 of Section 5, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin

For informational purposes only
Tax Key No 450-0354-001
a/k/a 1624-26 S 96th Street

• WISCONSIN (HOME EQUITY CONVERSION) ADJUSTABLE RATE MORTGAGE

1R219-WI (01/08)

COUNTRYWIDE BANK, FSB

Page 13 of 13

RECORDED
11/12/2012 03:43PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: \$30.00

FEE EXEMPT #: 0
0
***This document has been electronically recorded and returned to the submitter. **

ASSIGNMENT OF MORTGAGE

Recording Requested By:
Bank of America
 Prepared By: **Diana De Avila**
800-444-4302
 When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

Tax ID: **450-0354-001**
 Property Address:
1624 S 96th St Unit 26
West Allis, WI 53214-4128
 W10-AM 21045844 E 11/8/2012

This space for Recorder's use

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 800 5TH AVENUE, SEATTLE, WASHINGTON 98104-3176 does hereby grant, sell, assign, transfer and convey unto CHAMPION MORTGAGE COMPANY whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TEXAS 75067 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **COUNTRYWIDE BANK, FSB**
Mortgagor(s): **DOROTHY D KUTLESA**
Date of Mortgage: **1/21/2009**
Original Loan Amount: **\$270,000.00**
Recorded in Milwaukee County, WI on: 2/6/2009, book N/A, page N/A and instrument number 09697417

Property Legal Description:
LOT 12, AND THE SOUTH 2 1/2 FEET OF LOT 13, IN BLOCK 6, IN CONRAD GARDEN CITY, OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN. FOR INFORMATION PURPOSES ONLY TAX KEY NO 450-0354-001 A/K/A 1624-26 S 96TH STREET

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on ~~NOV 09 2012~~

Witness: Cecilia Rodríguez

BANK OF AMERICA, N.A.
By: Dominique Johnson
Assistant Vice President

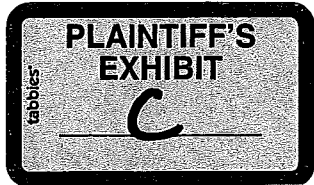
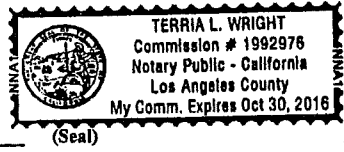
State of California
County of Ventura

On NOV 09 2012 before me, Terria L. Wright, Notary Public, personally appeared Dominique Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Terria L. Wright
Notary Public: Terria L. Wright
My Commission Expires: October 30, 2016



Notice of Availability of Mediation

What is the foreclosure mediation program?

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

The Program is available to assist homeowners facing a mortgage foreclosure action in Milwaukee County. Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and possible modification of the loan terms.

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

How does the homeowner request foreclosure mediation?

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

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

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

Is participation in mediation required?

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

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

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

How can the Housing Counselor help?

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

What does mediation cost?

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

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

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

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

Who must attend the mediation session?

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

Where can I find additional foreclosure resources?

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



Mediation Request Form



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

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



Name of all Homeowner(s) (who has title):		Estate of Dorothy D. Kutlesa	
Name of all Borrower(s) (who signed the loan):			
Full property address (Street/City/State/ZIP):		1624-1626 South 96th Street, West Allis, WI 53214	
Mailing address (if different):			
Number of units you own at property location:			
Email address:			
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Home Phone:		Work Phone:	
Cell Phone:		Alternate Phone:	
Best phone to reach you during the day? <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Alternate			
Name of Lender/Plaintiff in your case:		Nationstar Mortgage LLC d/b/a Champion Mortgage	
Name of Servicer (you make your mortgage payment to them):			
Name of County where this home is located:		Milwaukee	
Case Number (located on your Summons):			
Date you received the Summons and Complaint:			
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:			
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?			
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Continued on page 2

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

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

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

Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program is operated by Metro Milwaukee Mediation Services, Inc. MMFMP will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through a program designated online Portal.

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

Property Owner's Signature

Date

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

Step 1:

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

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

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

Step 2:

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

Step 3:

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

