

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE COUNTY**

Wells Fargo Bank, N.A. vs. Brian T. Williams et al

**Electronic Filing  
Notice**Case No. 2019CV001026  
Class Code: Foreclosure of MortgageFILED  
02-07-2019  
John Barrett  
Clerk of Circuit Court  
2019CV001026  
Honorable Jeffrey A.  
Conen-30  
Branch 30CITY OF WEST ALLIS  
7525 W GREENFIELD AVE  
MILWAUKEE WI 53214-4648RECEIVED  
FEB 20 2019  
WEST ALLIS  
CITY ATTORNEY

Case number 2019CV001026 was electronically filed with/converted by the Milwaukee County Clerk of 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.

If you are not represented by an attorney and would like to register as 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: ce7389**

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

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

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

Milwaukee County Circuit Court  
Date: February 7, 2019

FILED  
02-07-2019  
John Barrett  
Clerk of Circuit Court  
2019CV001026  
Honorable Jeffrey A.  
Conen-30  
Branch 30

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

SUMMONS

Plaintiff,

vs.

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

Brian T. Williams a/k/a Brian Thomas Williams a/k/a  
Brian Williams  
2036 S 56th St  
West Allis, WI 53219-1506

Dolores E. Williams a/k/a Dolores Elizabeth Williams  
1306 S 85th St  
West Allis, WI 53214-2962

LVNV Funding LLC  
c/o Corporation Service Company, Registered Agent  
1703 Laurel St  
Columbia, SC 29201-2660

Aurora Advanced Healthcare SC  
c/o Michael Grebe, Registered Agent  
750 W Virginia St  
Milwaukee, WI 53204-1539

GJNF Trust  
3849 S 97th St  
Milwaukee, WI 53228-1422

Milwaukee Anesthesiology Consultants Ltd.  
c/o Michael Lattos  
225 S Executive Dr  
Brookfield, WI 53005-4257

Froedtert Memorial Lutheran Hospital Inc.  
c/o Amy Marquardt, Registered Agent  
9200 W Wisconsin Ave  
Milwaukee, WI 53226-3522

Wiegand Enterprises LLC  
c/o Richard Wiegand, Registered Agent  
624 N 24th St  
Milwaukee, WI 53233-1801

*John*  
*9/20*

City of West Allis a/k/a The City of West Allis  
Department of Development, Housing Division  
7525 W Greenfield Ave  
West Allis, WI 53214-4648

Milwaukee County Clerk of Circuit Court  
901 N 9th St Ste 104  
Milwaukee, WI 53233-1425

TD Bank USA, N.A.  
2035 Limestone Rd  
Wilmington, DE 19808-5529

Defendants.

---

THE STATE OF WISCONSIN

To each person named above as a defendant:

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


Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5<sup>th</sup> day of February, 2019.

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

By:   
Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
024349F04

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

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

FILED  
02-07-2019  
John Barrett  
Clerk of Circuit Court  
2019CV001026  
Honorable Jeffrey A.  
Conen-30  
Branch 30

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

COMPLAINT

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Brian T. Williams a/k/a Brian Thomas Williams a/k/a  
Brian Williams  
2036 S 56th St  
West Allis, WI 53219-1506

Dolores E. Williams a/k/a Dolores Elizabeth Williams  
1306 S 85th St  
West Allis, WI 53214-2962

LVNV Funding LLC  
c/o Corporation Service Company, Registered Agent  
1703 Laurel St  
Columbia, SC 29201-2660

Aurora Advanced Healthcare SC  
c/o Michael Grebe, Registered Agent  
750 W Virginia St  
Milwaukee, WI 53204-1539

GJNF Trust  
3849 S 97th St  
Milwaukee, WI 53228-1422

Milwaukee Anesthesiology Consultants Ltd.  
c/o Michael Lattos  
225 S Executive Dr  
Brookfield, WI 53005-4257

Froedtert Memorial Lutheran Hospital Inc.  
c/o Amy Marquardt, Registered Agent  
9200 W Wisconsin Ave  
Milwaukee, WI 53226-3522

Wiegand Enterprises LLC  
c/o Richard Wiegand, Registered Agent  
624 N 24th St  
Milwaukee, WI 53233-1801

City of West Allis a/k/a The City of West Allis  
Department of Development, Housing Division  
7525 W Greenfield Ave  
West Allis, WI 53214-4648

Milwaukee County Clerk of Circuit Court  
901 N 9th St Ste 104  
Milwaukee, WI 53233-1425

TD Bank USA, N.A.  
2035 Limestone Rd  
Wilmington, DE 19808-5529

Defendants.

---

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Brian T. Williams a/k/a Brian Thomas Williams a/k/a Brian Williams and Dolores E. Williams a/k/a Dolores Elizabeth Williams.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$80,125.19 together with interest from the 1st day of August, 2018.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.
6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section

846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

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

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

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

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

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

Dated this 5th day of February, 2019.

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

By: 

Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

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



Pa [Redacted]

2019

John Barrett  
Clerk of Circuit Court  
2019CV001026  
Honorable Jeffrey A.  
Conen-30  
Branch 30

[Redacted]

Wisconsin

NOTE

ORIGINAL

FHA Case No. [Redacted]

August 12, 2009  
(Date)

2036 SOUTH 56TH STREET, WEST ALLIS, WI 53219-1506  
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMELENDING, A PLAINSCAPITAL COMPANY

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Ninety Four Thousand Seven Hundred Twenty Nine And No/1000ths

Dollars (U.S. \$ 94,729.00 \*\*\*), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Five And 375/1000ths percent ( 5.375 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on October 1, 2009. Any principal and interest remaining on the first day of September, 2039, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 18111 Preston Rd., Suite 900, Dallas, TX 75252

by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 530.46 \*\*\*. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Rate Note - 10/95

102510-1R(W) (0404)

VMP Mortgage Solutions, Inc. 800/521-7284

Page 1 of 2

WMA [Signature]

[Redacted]

[Redacted]

EXHIBIT A

ORIGINAL

(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

5. BORROWER'S RIGHT TO PREPAY

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

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four And No/1000ths percent ( 4.000 %) of the overdue amount of each payment.

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

1000-1R(W) 104041

EXHIBIT A

ORIGINAL

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

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

*[Signature]*

BRIAN T. WILLIAMS

(Seal)  
-Borrower

*[Signature]*

DOLORES E. WILLIAMS

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
WITHOUT RECOURSE  
PRIME LENDING A FINANCIAL COMPANY  
By: *[Signature]*  
Printed Name: Carol Cunningham  
Title: AVP

19-1R(W) (0404)

AVP

Page 3 of 3

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.  
By: *[Signature]*  
Scott M. Swanson  
Assistant Vice President

EXHIBIT A

LE

DOC. # 09780464

REGISTER'S OFFICE  
Milwaukee County, WI

RECORDED  
08/13/2009 11:44AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: \$27.00

FEE EXEMPT #: 0  
\*\* The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter. \*\*

### MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS

PRIMELENDING, A PLAINSCAPITAL COMPANY  
Attn: Final Documents  
18111 Preston Rd, Suite 720  
Dallas, TX 75252

*Prepared by Sophia White*

PARCEL IDENTIFIER NUMBER  
4740254900

(Space Above This Line For Recording Data)

State of Wisconsin	FHA Case No.
[Redacted]	[Redacted]

*This is purchase money mortgage*

THIS MORTGAGE ("Security Instrument") is given on August 12, 2009  
The Mortgagor is BRIAN T. WILLIAMS and DOLORES E. WILLIAMS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Filix, MI 48501-2026, tel. (888) 679-MERS.  
PRIMELENDING, A PLAINSCAPITAL COMPANY  
("Lender") is organized and existing under the laws of the State of Texas, and has an address of 18111 Preston Rd., Suite 900, Dallas, TX 75252

Borrower owes Lender the principal sum of  
Ninety Four Thousand Seven Hundred Twenty Nine And No/1000ths Dollars (U.S. \$ 94,729.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2039.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and

FHA Wisconsin Mortgage with MERS - 4/96  
Wolters Kluwer Financial Services  
VMPB-4N(WI) 03081.01  
Page 1 of 8

Amended 2/01  
[Signature]

### EXHIBIT B

assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in  
MILWAUKEE County, Wisconsin:  
LOT 13, IN BLOCK 9, IN MCGBOCH MEADOWS, IN THE SOUTHWEST 1/4 OF SECTION 2, IN  
TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY,  
WISCONSIN.

which has the address of 2036 SOUTH 56TH STREET [Street]  
WEST ALLIS [City], Wisconsin 53219-1506 Code ("Property Address"):

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

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

9. Grounds for Acceleration of Debt.

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

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Condominium Rider
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify]

Initials *AW*

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

Witnesses:

\_\_\_\_\_  \_\_\_\_\_ (Seal)  
 BRIAN T. WILLIAMS -Borrower

\_\_\_\_\_  \_\_\_\_\_ (Seal)  
 DOLORES E. WILLIAMS -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

EXHIBIT B

STATE OF WISCONSIN,

Milwaukee

County ss:

The foregoing instrument was acknowledged before me this  
by BRIAN T. WILLIAMS and DOLORES E. WILLIAMS

8.12.09

My Commission Expires

*permanant*

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Wisconsin

*Paul Karas*  
This instrument was prepared by: *Sophia White*  
PRIMELENDING, A PLAINSCAPITAL COMPANY  
18111 Preston Rd., Suite 900  
Dallas, TX 75252



*[Signature]*

EXHIBIT B

Commitment No [REDACTED]

10. Outstanding sewer and water charges, if any.
11. Judgments and liens, if any, against the proposed insured.
12. Rights of the spouse of the proposed insured, if married and if the property is to be homestead or marital property.
13. Federal Tax Liens, if any, against the spouse of the proposed insured, if married, and if the property is to be homestead or marital property.
14. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
15. A Mortgage from Brian T. Williams and Dolores E. Williams, husband and wife to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Primelending, a Plainscapital Company in the original amount of \$94,729.00.  
 Dated: August 12, 2009 Recorded: August 13, 2009  
 Document No: 9780464
- The foregoing mortgage has been assigned to Wells Fargo Bank, N.A., by assignment.  
 Recorded: September 30, 2010  
 Document No: 9921192
16. A Mortgage from Brian T. Williams and Dolores E. Williams, husband and wife to The City of West Allis Department of Development, Housing Division, 7525 West Greenfield Avenue, West Allis, WI in the original amount of \$1,700.00.  
 Dated: August 6, 2009 Recorded: November 19, 2009  
 Document No: 9816831
17. Judgment Case: 10CV7667  
 Docketed: September 14, 2010  
 Debtor: Brian Williams  
 Creditor: LVNV Funding LLC, PO Box 10584, Greenville, SC  
 Amount: \$6,571.18  
 Attorney: James P. Riebe
18. Judgment Case: 11SC016699  
 Docketed: July 22, 2011  
 Debtor: Brian Williams  
 Creditor: Aurora Advanced Healthcare SC, PO Box 090996, Milwaukee, WI  
 Amount: \$1,416.62  
 Attorney: Matthew M. Beier

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.

AMERICAN  
 LAND TITLE  
 ASSOCIATION



# LIEN REPORT

Commitment No. [REDACTED]

19. Judgment Case: 11SC21194  
Docketed: October 14, 2011  
Debtor: Deloris Williams  
Creditor: GJNF Trust, 3849 S. 97 St., Milwaukee, WI  
Amount: \$1,919.00
20. Judgment Case: 11SC33568  
Docketed: December 12, 2011  
Debtor: Dolores E. Williams  
Creditor: Milwaukee Anesthesiology Consultants Ltd., 225 S. Executive Dr., Milwaukee, WI  
Amount: \$790.30  
Attorney: Maria Nicole Lewis
21. Judgment Case: 12SC18572  
Docketed: August 1, 2012  
Debtor: Brian Williams  
Creditor: Froedtert Memorial Lutheran Hospital Inc., PO Box 1566, c/o Americollect Inc., Manitowoc, WI  
Amount: \$2,120.49  
Attorney: Keary W. Bilka
22. Judgment Case: 13SC22988  
Docketed: October 7, 2013  
Debtor: Brian Williams  
Creditor: LVNV Funding LLC, 6681 Country Club Drive, c/o Gurstel Law Firm PC, Golden Valley, MN  
Amount: \$4,240.21  
Attorney: Paul H. Thielhelm
23. Judgment Case: 14SC12934  
Docketed: August 27, 2014  
Debtor: Kelvin Cross AND Karl Harris AND Brian Williams  
Creditor: Wiegand Enterprises LLC, 624 N 24th St., Milwaukee, WI  
Amount: \$1,533.00
24. Judgment Case: 17TJ293  
Docketed: March 6, 2017  
Debtor: Brian T. Williams AND Dolores E. Williams  
Creditor: City of West Allis, 7525 W. Greenfield Ave., West Allis, WI  
Amount: \$510.00  
Attorney: Scott Edward Post

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



# LIEN REPORT

Commitment No [REDACTED]

- 25. Judgment Case: 17CM1767  
 Docketed: July 23, 2018  
 Debtor: Dolores E. Williams  
 Creditor: Milwaukee County Clerk of Circuit Court, 901 N. 9th Street, Courthouse Room 104, Milwaukee, WI  
 Amount: \$384.00
  
- 26. Judgment Case: 18SC20786  
 Docketed: July 27, 2018  
 Debtor: Brian Williams  
 Creditor: TD Bank USA, N.A., 7000 Target Pkwy, North, MS-NCB-0464, Minneapolis, MN  
 Amount: \$1,093.78  
 Attorney: Joseph Robert Johnson

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Note: The information herein was obtained through a 30-year search.

The following is being shown for informational purposes only:

Pending divorce as filed in Circuit Court for Milwaukee County on March 3, 2017 Case Number 17FA1462.  
 PETITIONER: Brian Thomas Williams, 2036 S 56<sup>th</sup>, West Allis, WI  
 RESPONDENT: Dolores Elizabeth Williams, 1306 S 85<sup>th</sup>, West Allis, WI

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



# LIEN REPORT