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STATE OF WISCONSIN

CITY OF WEST ALLIS
CITY CLERK COURT

MILWAUKEE COUNTY

NYMT Loan Trust 2014-RP1
c/o BSI Financial Services, Inc.
314 S Franklin Street
Titusville, PA 16354

Plaintiff,

vs.

Gary L. Marsh
1213 S 58th St
West Allis, WI 53214-3314

Jane Doe Marsh
1213 S 58th St
West Allis, WI 53214-3314

The United States of America
c/o US Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202
and
c/o US Attorney General
950 Pennsylvania Ave NW, Rm B-103
Washington, DC 20530-0001

City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214

Defendants.

*3-2-16
COJL*


SUMMONS

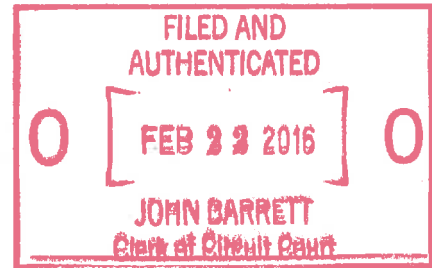
Case No.

**HON. STEPHANIE G. ROTHSTEIN, BR. 25
CIVIL P**

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00



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.

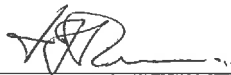
Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may

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 19th day of February, 2016.

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
067971F01

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.

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

NYMT Loan Trust 2014-RP1
c/o BSI Financial Services, Inc.
314 S Franklin Street
Titusville, PA 16354

Plaintiff,

vs.

Gary L. Marsh
1213 S 58th St
West Allis, WI 53214-3314

Jane Doe Marsh
1213 S 58th St
West Allis, WI 53214-3314

The United States of America
c/o US Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202
and
c/o US Attorney General
950 Pennsylvania Ave NW, Rm B-103
Washington, DC 20530-0001

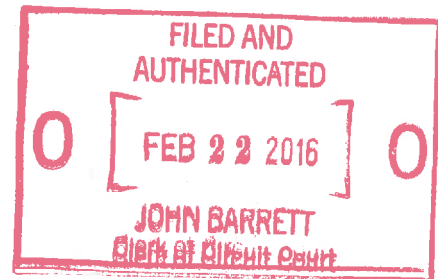
City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214

Defendants.

COMPLAINT

Case No.

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



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 Gary L. Marsh.
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 \$121,324.46 together with interest from the 20th day of

March, 2015.

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

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

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

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

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

9. That Jane Doe Marsh has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Gary L. Marsh.

WHEREFORE, the plaintiff demands.

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

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit

and attorney fees be determined.

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


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

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

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

Dated this 19th day of February, 2016.

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

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Disclosure Statement, Adjustable Rate Note and Security Agreement

Borrower(s) (Name and mailing address) GARY L MARSH 1213 SOUTH 58TH STREET MILWAUKEE WI 53214-3314	Lender (Name, address, city and state) CITIFINANCIAL, INC. 4830 S 76TH ST GREENFIELD WI 53220	Account # [REDACTED] Date of Loan 10/31/2005
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ANNUAL PERCENTAGE RATE The cost of Borrower's credit as a yearly rate. 9.51 %	FINANCE CHARGE The dollar amount the credit will cost Borrower. \$ 268,003.80	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf. \$ 132,127.74	Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled. \$ 400,131.54
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Payment Schedule:

Number of Payments	Amount of Payments *	When Payments Are Due
1	\$ 1,146.12	12/05/2005
359	\$ 1,111.38	MONTHLY BEGINNING 01/05/2006
	\$	
	\$	

This loan is a variable rate loan. Borrower acknowledges receipt of the variable rate loan disclosures which have been provided to Borrower earlier.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Security: If checked, Borrower is giving a security interest in:
 Motor Vehicle Mobile
 Real Property Other:

Late Charge: If a payment is more than 15 days late, Borrower will pay a late charge equal to 5.0 % of the unpaid portion of the payment due.

Prepayment: If Borrower pays off early, Borrower, will not have to pay a penalty, and will not be entitled to a refund of part of the finance charge.

* Does not include any insurance premium.

Additional Information:

Total amount of first month's payment including insurance premiums, if any: \$ 1,189.77	PRINCIPAL \$ 134,599.86	POINTS/FEES \$ 2,422.12	INITIAL RATE OF INTEREST 9.29	MARGIN 2.540	PERCENTAGE POINTS
DATE CHARGES BEGIN 11/04/2005					

Required Insurance Disclosure:
If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. This amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

Optional Insurance Disclosure:
Borrower is not required to purchase optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type:	Signature	Date
\$ NONE	\$		<u>Gary L Marsh</u>	<u>10-31-05</u>
\$ NONE	\$			
\$ 43.65	\$523.81	SINGLE INVOL UN		

(* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

Termination of Insurance:
Borrower may cancel any of the optional insurance products offered at any time. The optional insurance will terminate upon the earliest of the following occurrences:

- (1) the Lender's receipt of Borrower's written request for termination;
- (2) on the date when the sum of past due premiums equal or exceed four times the first month premium;
- (3) termination pursuant to the provisions of the insurance certificate;
- (4) payment in full of Borrower's Loan;
- (5) death of Borrower.

INITIAL RATE OF INTEREST: The Initial Rate of Interest per annum on the unpaid Principal is shown above.

TERMS: In this Note the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the lender whose name and address are shown above.

PROMISE TO PAY: In return for a loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal amount shown above, which includes any Points/Fees shown above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above at the Initial Rate of Interest shown above in consecutive monthly installments beginning on the first payment due date. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan. On the 24 month anniversary of the Date of Loan and every 6 months thereafter ("Change Date"), the interest rate will be changed to the Index Rate plus a Margin shown above unless the rate "caps" set forth below limit the amount of change in the interest rate. The "Index Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* on the calendar day 10 days preceding the Change Date; or, if the index was not published on that day, that rate on the next preceding day on which it was published.

AdvantagePlus 1st [REDACTED]

Original (Branch) **EXHIBIT A** Copy (Customer)

Borrower's Initials: GLM

If the Index Rate is no longer available, Lender will choose a new Index Rate which it believes will most closely approximate the former Index Rate.

The interest rate cannot increase or decrease by more than 2 percentage points on any single Change Date. During the 12-month period beginning with the first Change Date, and during each subsequent 12-month period, the interest rate cannot increase or decrease by more than 2 percentage points from the rate in effect immediately prior to the beginning of such 12-month period. The interest rate shall never be greater than 18.90 % during the life of this loan. Notwithstanding any other provision of this or any other document to the contrary, Borrower will never be required to pay interest or charges in excess of those permitted by law.

Principal and interest shall be payable in monthly installments in the initial amount shown above. If the rate of interest changes, the number of monthly payments will not change, but the amount of the monthly payments will change to the monthly amount needed to repay the remaining unpaid principal balance plus interest as changed in the remaining number of payments, assuming that all payments due after the calculation is made are paid as scheduled. The first change, if any, in the monthly payment amount will become effective on the 24 month anniversary of the first payment due date. Subsequent changes in the monthly payment amount may occur on the payment due date every 6 months thereafter. Each new payment amount will remain in effect until the effective date of the next payment change.

Each payment shall be applied as follows: (1) monthly loan payments due (first to interest, then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment, if any, then (4) principal.

Any amount shown above as Points/Fees has been paid by Borrower as Points/Fees. This amount is considered a prepaid charge and is in addition to the above Initial Rate of Interest. Points/Fees are earned prior to any other interest on the loan balance. In the event of prepayment of the loan, Points/Fees will be refunded only if required by state law.

Current Index Base 6.750

PREPAYMENT: Borrower may prepay this loan in whole or in part at any time without penalty. However, upon partial prepayment, interest will continue to accrue on any remaining Principal balance. Partial prepayment will not affect the amount or due date of subsequent scheduled payments on the loan, but may reduce the number of such payments.

SECURITY AGREEMENT:

- A. If this box is checked, this loan is unsecured.
- B. If this box is checked, to protect Lender if Borrower defaults on this loan, Borrower gives to Lender a security interest under the Uniform Commercial Code in any property for which a description is completed below and all parts and equipment now or later added to the property and any proceeds of the property, all of which will be called "Property". See all pages for additional terms applicable to this security interest.

1. Motor vehicle/mobile home:

Make, No. Cylinders	Year/Model	Model No. Or Name	Body Type	Identification Number

2. Other Property:

- C. If this box is checked, Borrower's loan is secured by a Mortgage or Deed of Trust of even date on real property which restricts transfer or sale of the real property located at 1213 SOUTH 58TH STREET MILWAUKEE WI 53214-3314

See the Mortgage or Deed of Trust for terms applicable to Lender's interest in Borrower's real property ("Property").

OWNERSHIP OF PROPERTY: Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code. If the Property includes a motor vehicle or a mobile home, Borrower will, upon request, deliver the certificate of title to the motor vehicle or mobile home to Lender.

USE OF PROPERTY: Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will keep the Property at Borrower's address (as shown on page 1) unless Lender has granted permission in writing for the Property to be located elsewhere. The Property will be used only in the state in which Borrower lives unless the Property is a motor vehicle, in which case it will be used outside the state only in the course of Borrower's normal use of the Property. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

TAXES AND FEES: Borrower will pay all taxes, assessments, and other fees payable on the Property, this Disclosure Statement, Adjustable Rate Note and Security Agreement, or the loan. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower after sending notice of nonperformance and waiting a reasonable time and the amounts paid by Lender will be added to the unpaid balance of the loan.

INSURANCE: If the Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

FINANCING STATEMENTS: Borrower will sign all financing statements, continuation statements, security interest filing statements, and similar documents with respect to the Property at Lender's request.

TITLE INSURANCE AUTHORIZATION: If this loan is secured by real property, Lender may require as a condition of making this loan, that a title insurance policy or a suitable substitute acceptable to Lender be procured by Borrower.

BAD CHECK CHARGE: Lender may charge a \$ 15.00 fee if a check is dishonored by the bank for insufficient funds or absence of an account.

LATE CHARGE: If a payment is more than 15 days late, Borrower will pay a late charge equal to 5.0 % of the unpaid portion of the payment due. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payments.

OTHER CHARGES: Borrower will also repay the following fees, which are included in Principal and reflected in the Disclosure Statement if applicable: any expense, tax or charge paid by Lender to a governmental agency; fees for examination of title, appraisal; and premiums for any applicable insurance coverage.

LOAN CHARGES: If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT: A customer shall be in default under this agreement if an amount exceeding one full payment remains unpaid more than 10 days after the scheduled or deferred due dates when the interval between payments is two months or less, or when the first or last payments remain unpaid for more than 40 days after their scheduled or deferred due dates, or if the customer fails to comply with any of the terms of this agreement if the failure materially impairs the condition, value or protection of or secured party's right to the collateral or materially impairs the customer's ability to pay the obligation due under this agreement.

In the event of a default under this agreement, after giving the customer notice of right to cure any default, if applicable, and waiting the appropriate number of days in accordance with Sec. 425.105, Wis. Stats., creditor shall have the right to declare the balance remaining unpaid hereunder due and payable and to commence legal action to repossess collateral, to foreclose on real property securing the agreement, or to reduce the claim to a judgment.

LAW THAT APPLIES: Wisconsin Consumer Act or other applicable state law and federal law, as applicable, govern this Disclosure Statement, Adjustable Rate Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable unless otherwise provided by the Wisconsin Consumer Act. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

OTHER RIGHTS: Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be read to apply to the feminine gender.

This Disclosure Statement, Adjustable Rate Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Adjustable Rate Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying Itemization of Amount Financed is unenforceable, this will not make any other part unenforceable.

REFINANCING: The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

AUTHORIZATION TO USE CREDIT REPORT: By signing below, Borrower authorizes Lender to obtain, review and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for products and services offered by Lender. This authorization terminates when Borrower's outstanding balance due under this Disclosure Statement, Adjustable Rate Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, 300 St. Paul Place, BSP13A, Baltimore, MD 21202. In order to process Borrower's request, Lender must be provided Borrower's full name, address, social security number and account number.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The terms of this Disclosure Statement, Adjustable Rate Note and Security Agreement are contained on all pages of this document. By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a handbook entitled "Consumer Handbook on Adjustable Rate Mortgages", Early Disclosure Statement, the Mortgage, Deed of Trust or Deed to Secure Debt and the accompanying Itemization of Amount Financed, and authorizes the disbursements shown therein. Borrower acknowledges that Lender reviewed fully the terms and conditions of this loan, including any insurance requested by Borrower, in advance of Lender presenting the loan documents to Borrower for execution and this document did not contain any blank spaces when Borrower signed it.

NOTICE TO CUSTOMER

(A) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

WITNESSES:

[Signature]

SIGNER:
[Signature] (Seal)
GARY L MARSH -Borrower (Seal)
_____-Borrower (Seal)
_____-Borrower (Seal)

[Signature]

CITIFINANCIAL, INC.
By: *[Signature]*
(Name and Title) 10/31/2005 11:08:32

SECURITY INTEREST OF NONOBLIGOR: Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

Signature _____ (Seal) _____ Date _____ Signature _____ (Seal) _____ Date _____

EXHIBIT A



MORTGAGE

DOC.# 09129065

Name and Return Address:
CITIFINANCIAL, INC.

4830 S 76TH ST
GREENFIELD WI 53220

Parcel ID Number: _____

REGISTER'S OFFICE 1 SS
Milwaukee County, WI

RECORDED 11/10/2005 02:14PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 19.00

THIS MORTGAGE is made this 31st day of October, 2005, between the Mortgagor,
GARY L. MARSH (herein "Borrower"),
and the Mortgagee, CITIFINANCIAL, INC.,
a corporation organized and existing under the laws of Maryland, whose
address is 4830 S 76TH ST GREENFIELD WI 53220 (herein
"Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$134,599.86, which indebtedness is evidenced by Borrower's note dated 10/31/2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 11/05/2035 :

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of MILWAUKEE, State of Wisconsin:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF MILWAUKEE AND STATE OF WISCONSIN, TO WIT: THAT PART OF THE NORTH 1/2 OF BLOCK 4, IN BRADYS SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 35, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF BLOCK 4 IN BRADYS SUBDIVISION, WHICH POINT IS 120 FEET SOUTH OF THE NORTHEAST CORNER SAID BLOCK 4; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 4, 120 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 4, 30 FEET TO A POINT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 4, 120 FEET TO A POINT ON THE EAST LOT LINE OF SAID BLOCK 4; THENCE SOUTH 30 FEET ALONG THE EAST LOT LINE OF SAID BLOCK 4; TO THE PLACE OF BEGINNING. BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM JOSEPH F KOMAR, SR A/K/A JOE KOMAR AND DOROTHY A KOMAR, ALSO KNOWN AS DOROTHY KOMAR, HIS WIFE TO GARY L. MARSH DATED 04/20/1972 RECORDED ON 04/24/1972 IN REEL 647, IMAGE 742 IN MILWAUKEE COUNTY RECORDS, STATE OF WI.

which has the address of 1213 SOUTH 58TH STREET, MILWAUKEE Wisconsin 53214-3314 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

EXHIBIT B



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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof, the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

EXHIBIT B

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "cost", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

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

17. **Acceleration; Remedies.** If an amount larger than one full payment on the Note is more than 10 days overdue (or the first or last payment is more than 40 days overdue), or if any other condition in the Note or this Mortgage (including paragraph 16 hereof) is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Borrower's ability to pay amounts due, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following sale of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any, unless applicable law provides otherwise.

21. **Accelerated Redemption Periods.** If (i) the Property is twenty (20) acres or less in size, (ii) Lender in an action to foreclose this Mortgage waives all right to a judgment for deficiency and (iii) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be six (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 (ii) and (iii) 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 three (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 two (2) months from the date the judgment is entered.

EXHIBIT B

22. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "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 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO CUSTOMER
(a) DO NOT SIGN THIS DOCUMENT BEFORE YOU READ IT IN ITS ENTIRETY.
(b) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Gary L. Marsh (Signature) (Seal) Borrower

STATE OF WISCONSIN, Milwaukee County ss:

The foregoing instrument was acknowledged before me this 10/31/2005 by Gary L. Marsh (person acknowledging)

My Commission expires: 01/29/2006

Harold Lohr (Signature) Notary Public, State of Wisconsin (Seal) Harold Lohr Name

This instrument was prepared by J. Marcussen

Original (Recorded) Copy (Branch) Copy (Customer) Page 4 of 4
(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT B

SCHEDULE B

Commitment Number: [REDACTED]

- j. Rights of the spouse of Gary L. Marsh, if married, and if the property is homestead or marital property.
- k. Federal Tax Liens, if any, against the spouse of Gary L. Marsh, if married, and if the property is homestead or marital property.
- l. 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.
- m. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes.
- n. A Mortgage from Gary L. Marsh to CitiFinancial, Inc. in the original amount of \$134,599.86.
Dated: October 31, 2005 Recorded: November 10, 2005
Document No: 9129065

The foregoing mortgage has been assigned to NYMT Loan Trust 2014-RP1, by mesne assignments.
Recorded: April 30, 2015
Document No: 10456636
- o. Notice of Revenue Lien in favor of the United States of America.
Filed: April 30, 2012
Number: 10109560
Debtor: Gary Marsh, 1213 S. 58th St., West Allis, WI
Amount: \$34,361.62
- p. Judgment Case: 15TJ2046
Docketed: December 31, 2015
Debtor: Gary L. Marsh
Creditor: City of West Allis, 7525 W. Greenfield Ave., West Allis, WI
Amount: \$22,260.00
Attorney: Scott Edward Post

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.



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 5 page(s)

LIEN REPORT