

TCF National Bank vs. Steven J. Pavlovich et al

**Electronic Filing
Notice**Case No. 2017CV012999
Class Code: Foreclosure of MortgageFILED
11-22-2017
John Barrett
Clerk of Circuit Court
2017CV012999
Honorable Mary
Triggiano-13
Branch 13CITY OF WEST ALLIS
7525 WEST GREENFIELD AVENUE
C/O CITY CLERK
MILWAUKEE WI 53214

Case number 2017CV012999 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 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: 69915e

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.

BY THE COURT:Electronically signed by John Barrett
Clerk of Circuit Court11-22-2017
Date

FILED
11-22-2017
John Barrett
Clerk of Circuit Court
MILWAUKEE COUNTY
2017CV012999
Honorable Mary
Triggiano-13
Branch 13

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, IL 60527

Plaintiff,

vs.

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$10,000.00

STEVEN J. PAVLOVICH and UNKNOWN SPOUSE
of Steven J. Pavlovich
5948 Raynor Avenue
Franksville, WI 53126

STATE OF WISCONSIN
c/o Attorney General
114 East State Capitol
Madison, WI 53702

CITY OF WEST ALLIS,
c/o City Clerk
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

CITY OF MILWAUKEE,
c/o City Clerk
200 East Wells Street
Room 205
Milwaukee, Wisconsin 53202,

Defendants.

SUMMONS

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, 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. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

**Clerk of Circuit Court
Milwaukee County Courthouse
901 North Ninth Street
Milwaukee, WI 53233**

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

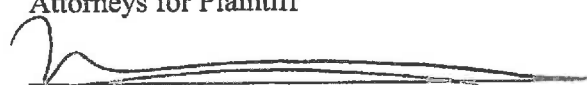
**O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213**

You may have an attorney help or represent you.

If you do not provide a proper answer within (20) days, 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 at Wauwatosa Wisconsin, this November 22, 2017.

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff


By: **M. ABIGAIL O'DESS**
State Bar No. 1017869
~~CHAD F. KOWALEWSKI~~
State Bar No. 1032968

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

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c/o City Clerk
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

CITY OF MILWAUKEE,
c/o City Clerk
200 East Wells Street
Room 205
Milwaukee, Wisconsin 53202,

Defendants.

COMPLAINT

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and

incorporated herein by reference as if set forth in full herein.

2. That Karen R. Kane, deceased duly executed and delivered a note and mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County. That said mortgagor(s), Karin R. Kane, is deceased and a Termination of Decedent's Property Interest was executed conveying all of her right, title, and interest in and to said real property to defendant(s), Steven J. Pavlovich, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein; that a copy of said Termination of Decedent's Property Interest is attached hereto as Exhibit 3 and incorporated herein by reference; that said Termination of Decedent's Property Interest was duly recorded in the office of the Register of Deeds for this County.

3. That plaintiff is the lawful holder of said note and mortgagee of record.

4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

The West 60 feet of Lot 14 in Block 11 in JOHNSON'S WOODS NO. 1, being a Subdivision of a part of the NE 1/4 of Section 34, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin. More commonly known as 315 A South 65th Street. Tax Key No. 420-0261-5

Note: Tax Key Number and Address are shown for informational purposes only.

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of November 15, 2017 the following:

Principal	\$1205.20
Interest	\$37.57
Late Charges	\$186.58
Total	\$1429.35

After November 15, 2017, this amount may increase by the accrual of additional interest, fees, costs and/or advances.

That defendants are also in default for failure to remit payments of the 2015 - 2016 real estate taxes, plus interest and penalty.

That the loan has matured on September 7, 2017 and is due and payable in full.

7. That by reason of the aforesaid default on the part of the defendants, plaintiff heretofore and before the commencement of this action, exercised the option as provided in the note and mortgage to declare the whole of the principal and interest thereof due and payable forthwith; that notice of the exercise of such option is expressly waived in said mortgage note and mortgage. That no proceedings have been had at law or otherwise for recovery of the sums secured by said note and mortgage except the present action and that no part thereof has been paid or collected except as set forth herein

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are non owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;
2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;

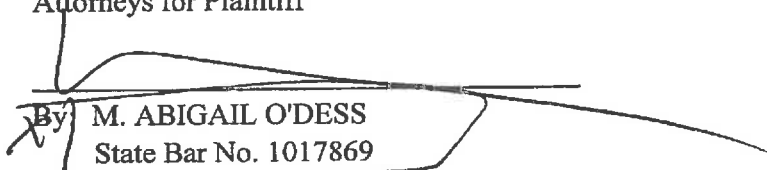
4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and

6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and

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

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By  M. ABIGAIL O'DESS
State Bar No. 1017869
~~CHAD F. KOWALEWSKI~~
~~State Bar No. 1032968~~

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

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

November 22, 2017

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

1. O'Dess and Associates, S.C. is the creditor's law firm and is attempting to collect a debt for TCF National Bank. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of November 15, 2017, is:

Principal	\$1205.20
Interest	\$37.57
Late Charges	\$186.58
Total	\$1429.35

Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed.

4. The debt described in the complaint attached hereto and evidenced by the copy of

the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. **The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

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

SCHEDULE 1

Plaintiff

1. That the plaintiff, TCF National Bank, is a national bank, duly organized and existing under the laws of the United States of America, with its offices located in care of John P. Harris, at 800 Burr Ridge Parkway, Burr Ridge, IL 60527.

Defendants

2. That the defendant, Steven J. Pavlovich, is an adult resident of the City of Franksville, County of Racine, State of Wisconsin, residing at 5948 Raynor Avenue; that defendant's occupation is unknown.

3. That the defendant, unknown spouse of Steven J. Pavlovich, is, upon information and belief, an adult resident of the City of Franksville, County of Racine, State of Wisconsin, residing at 5948 Raynor Avenue; that their actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of their marriage to Steven J. Pavlovich.

4. That the defendant, State of Wisconsin, is a body politic and a sovereign state of the United States of America, with its offices located in care of the Attorney General at 114 East State Capitol, Madison, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 13, 1998, as No. 98TW001264 against Steven J. Pavlovich residing at 5616 W. National Avenue, West Allis, WI 53214, in the sum of \$2,018.10.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 27, 2004, as No. 04TW001780 against Steven J. Pavlovich residing at 5616 W. National Avenue, West Allis, WI 53214, in the sum of \$23,102.36.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 27, 2004, as No. 04TW001781 against Steven J. Pavlovich residing at 5616 W. National Avenue, West Allis, WI 53214, in the sum of \$43,865.03.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 27, 2004, as No. 04TW001782 against Steven J. Pavlovich residing at 5616 W. National Avenue, West Allis, WI 53214, in the sum of \$35,118.24.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 13, 2006, as No. 06TW000818 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,812.46.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on February 27, 2006, as No. 06TW001127 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,797.73.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on April 17, 2006, as No. 06TW001792 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,815.97.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on April 17, 2006, as No. 06TW001793 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,785.45.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on May 1, 2006, as No. 06TW002212 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,768.99.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on May 22, 2006, as No. 06TW002487 against Steven J. Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126, in the sum of \$2,760.40.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on October 20, 2015, as No. 15TW002785 against Steven Pavlovich residing at 5948

Raynor Avenue, Franksville, WI 53126-9738, in the sum of \$13,485.27.

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on October 20, 2015, as No. 15TW002786 against Steven Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126-9738, in the sum of \$7,463.11

Delinquent Unemployment Tax Warrant filed by Wisconsin Department of Workforce Development in the Office of the Clerk of Circuit Court for Milwaukee County on October 20, 2015, as No. 15TW002787 against Steven Pavlovich residing at 5948 Raynor Avenue, Franksville, WI 53126-9738, in the sum of \$253.97.

5. That the defendant, City of West Allis, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 7525 West Greenfield Avenue, West Allis, Wisconsin, Wisconsin; that the defendant has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Milwaukee County on October 6, 2010, No. 10SC024285 in favor of the City of West Allis, 7525 W. Greenfield Avenue, West Allis, WI 53214 plaintiff, vs. Steven Pavlovich, 5948 Raynor Avenue, Franksville, WI 53126 defendant, in the sum of \$1,155.98.

6. That the defendant, City of Milwaukee, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 200 East Wells Street Room 205 Milwaukee, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Milwaukee County on August 22, 2017, No. 17SC022578 in favor of the City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202 plaintiff, vs. Steven J. Pavlovich, 5948 Raynor Avenue, Franksville, WI 53126 defendant, in the sum of \$1,480.31.

REAL ESTATE AND NON-REAL ESTATE SECURED AND UNSECURED
FIXED OR VARIABLE RATE NOTE & SECURITY AGREEMENT
CLOSED END

TCF NATIONAL BANK

Borrower: KAREN R KANE Co-Borrower(s): _____
Date of this Agreement: 08/23/02 Account Number: _____

Definitions. This Note and Security Agreement ("Agreement") states the terms of your loan with us. By signing below, you agree to all the terms of this Agreement. Only those boxes that are checked apply. In this Agreement, the words "you" and "your" mean the Borrower and all persons signing this Agreement as Co-Borrowers. The words "we", "us", "our" and "TCF" mean TCF National Bank, 801 Marquette Ave., Minneapolis, MN 55402 and its successors and assigns. "Successor" means a legal entity or person that by law succeeds to the legal rights and obligations of TCF. "Assigns" means an entity or person to whom TCF assigns its rights and obligations under this Agreement.

Your Promise to Pay. To repay the loan we have made to you, you promise to pay us the loan amount (the "principal") plus interest on the unpaid principal balance outstanding from time to time. We may also direct you to pay someone else (this means that this Agreement is payable to us or our order). All payments must be made at the address indicated on your statement or payment coupon, or at any other address we give you written notice of ("Payment Address"). All payments must be made in U.S. Dollars. Payments made at or delivered to any address other than the Payment Address will not be considered made until received at the Payment Address. The initial principal amount of this loan is \$ 30,000.00. We will begin charging interest on 08/23/02 ("Interest Start Date").

Interest Rate. You will pay us interest on the unpaid principal balance at:

A fixed annual interest rate of _____ %.
 A variable annual interest rate that is 1.250 percentage points (the "Margin") more than the Index rate ("Index Rate") described below. This means that the annual interest rate in effect on any day will be based on, and change according to, the Index Rate. The Index Rate is the U.S. prime rate published in *The Wall Street Journal* (currently under the label "Money Rates"). Whenever the published Index Rate changes, we will change your annual interest rate on the Business Day following the date a change in the Index Rate is published (except as limited by the Minimum and Maximum Rate discussed below). "Business Day" means Monday through Friday, but excludes legal holidays as specified in 5 United States Code § 6103(a) ("Legal Holidays"). If there is more than one U.S. prime rate published in *The Wall Street Journal*, the highest rate published will apply. If *The Wall Street Journal* discontinues publishing the Index Rate, we will pick a new Index rate and margin, and we will send you notice of the new Index rate and margin. The new Index rate will be the Index Rate and the new margin will be the Margin. The Index Rate may not be the lowest or best rate offered by us or other lenders. The Index Rate in effect on the date of this Agreement is 4.75 %. Therefore, the beginning annual interest rate will be 6.00 % (unless the Index Rate changes before the Interest Start Date).

Minimum and Maximum Rate. Your annual interest rate will never be less than 6.00 %, no matter how much the Index Rate may decline. Points (as discussed below) or other finance charges, other than interest, are not included in calculating this minimum and maximum rate. Your annual interest rate will never be more than 18.00 %.

Discount for Automated Clearing House ("ACH") from your TCF Checking or Savings Account

The annual interest rate on your Agreement as described above has been reduced by one-quarter of one percentage point (.25%) from what it otherwise would have been because you have agreed to have your payments on your Agreement made by automatic withdrawal from a TCF Checking or Savings Account ("TCF Account"). If the automatic withdrawal is cancelled or the TCF Account is closed, your annual interest rate will be increased as of the date of automatic withdrawal cancellation or TCF Account closure by one-quarter of one percentage point (.25%). The annual interest rate increase will be determined by adjusting the Margin we add to or subtract from the Index Rate, as described above, by one-quarter of one percentage point (.25%) on the date of automatic withdrawal cancellation or TCF Account closure and for all subsequent annual interest rate changes (if your annual interest rate is a variable annual interest rate), or by adding one-quarter of one percentage point (.25%) to your annual interest rate (if your annual interest rate is a fixed annual interest rate). If your annual interest rate is a fixed annual interest rate, we will also change your monthly payment to the amount that would be large enough to repay the unpaid principal plus interest on the unpaid principal at the new increased fixed annual interest rate in full by the final payment due date, and we will give you at least 25 days notice of the change in payment before the new payment due date.

Payment Schedule. You agree to repay the principal plus interest at the Payment Address according to the following schedule:

Installment Loan. (a) 179 equal monthly payments of \$253.78 on 10/07/2002 and on the 7th day of each succeeding month, beginning November 2002; plus (b) one final payment of the remaining unpaid balance of this Agreement on 08/07/2017.

Single Principal Payment Loan. The principal together with all interest due and any other amounts owing on this Agreement are due and payable in one installment on _____.

The interest included in the Finance Charge shown in the separate Truth-in-Lending Disclosure Statement that we give you and the payment schedule shown above are based on our estimate of the interest you will owe. For variable annual interest rate Agreements, if the Index Rate or annual interest rate changes, the interest you will actually pay will be different from our estimate and your payment will change as described under "Changes in Payment Schedule Due to Changes in Annual Interest Rate." For fixed annual interest rate Agreements, if the annual interest rate changes due to termination of automatic withdrawal from a TCF Account or the closure of a TCF Account, the interest you will actually pay will be different from our estimate and your payment will change as described above under "Discount for Automated Clearing House Payments ("ACH") from your TCF Checking or Savings Account." For both variable annual interest rate and fixed annual interest rate Agreements, if you make early or late payments, the interest you will actually pay will be different from our estimate because we continue to accrue interest on unpaid principal for each day any unpaid principal remains outstanding. This is true even if the Index Rate or annual interest rate does not change. For fixed annual interest rate Agreements, your last payment will be adjusted up or down to make up for any difference due to early or late payment. For variable annual interest rate Agreements, your last payment will be adjusted up or down to make up for any difference due to early or late payment since your last payment change, and any difference due to early or late payment for prior years will be reflected in each payment change described under "Changes in Payment Schedule Due to Changes in Annual Interest Rate."

We may apply each of your payments first to late charges, returned payment charges, and any other charges you owe us, then to the interest you owe, then to reduce the principal (including any points and other charges you have financed).

By signing below, you state that you have received a complete copy of this Agreement. By signing below, you also state that you have read and agreed to all the terms of this Agreement, including the terms on pages 2, 3, 4, 5, 6 and 7 of this Agreement. You agree that the terms on pages 2, 3, 4, 5, 6 and 7 are part of this Agreement.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL SEVEN 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 AS SET FORTH IN THIS AGREEMENT.

Karen R Kane
Borrower KAREN R KANE Co-Borrower _____

You agree that this Agreement is subject to arbitration as set forth in a separate arbitration agreement. You also acknowledge you received and agreed to the separate arbitration agreement on this date.

KR Initials [Signature] Initials

Changes in Payment Schedule Due to Changes in Annual Interest Rate. If this is a variable annual interest rate Agreement, changes in the annual interest rate will affect your payments as follows:
Your monthly payment will change annually on each anniversary date of your first payment due date (each anniversary of your first payment due date is called a "Payment Change Date"). For each Payment Change Date, we will determine the amount of the monthly payment that would be large enough to repay the unpaid principal plus interest on that amount in full by the final payment due date. We will use the annual interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the annual interest rate changes after the last Payment Change Date before your final scheduled payment date, your final payment will be adjusted so that the unpaid principal and interest you owe will be paid in full. We will give you at least 25 days (but no more than 120 days) notice of any change in your payment. The annual interest rate in effect on the date 120 days before the scheduled date the final payment is due will be the rate we charge after that date.
Full Payment of this Loan. You have the right to prepay all or part of the principal at any time. If you pay only part of the principal before it is due, you will still have to make the scheduled monthly payments until this Agreement is paid in full. There is no additional charge or fee for prepayment.

Points and Other Prepaid Finance Charges. In addition to the interest you pay, we may have charged you "points" (sometimes called "loan discount") and other prepaid finance charges. For real estate secured Agreements, the points and other prepaid finance charges we charge are shown on the HUD settlement statement you receive in connection with this Agreement. If this Agreement is secured by a first mortgage on real estate property and you prepay this Agreement in full, we will calculate a refund of the discount points and other prepaid finance charges according to Wisconsin statute section 138.052. If this Agreement is secured by a mortgage - other than a first mortgage - on real estate property and the principal of this Agreement is \$25,000 or less and you prepay this Agreement in full, we will calculate a refund of the discount points and other prepaid finance charges according to Wisconsin statute section 422.209. If this Agreement is secured by a mortgage - other than a first mortgage - on real estate property and the principal of this Agreement is more than \$25,000 and you prepay this Agreement in full, you will not receive a refund of the discount points and other prepaid finance charges. For unsecured and non-real estate secured Agreements, the points and other prepaid finance charges are shown on the Itemization of Amount Financed.

Late and Returned Payment Charges. If we do not receive a required payment in full on or before the 15th day after the due date, we will charge you a late charge equal to 6% of the unpaid portion of the payment (if the principal of your Agreement is \$25,000 or less, the late charge will not be more than \$10.). If the 15th day is a Saturday, Sunday or Legal Holiday, we will not charge you a late charge if we receive the payment in full on the next day that is not a Saturday, Sunday or Legal Holiday. We apply payments in the order in which they are due. No late charge will be assessed on any payment when the only delinquency is due to late charges assessed on earlier payments and the payment is otherwise a full payment. We will charge you \$10 for each check, automatic payment withdrawal request or other payment instrument that is returned unpaid. We will not assess the late charge on the single principal payment due on a single principal payment loan.

SECURITY

To protect us if you default under this Agreement, or any change, extension or renewal of this Agreement:

Mortgage. You give us a separate mortgage covering the real property located at:
315A S 65TH MILWAUKEE WI 53214

We will not release the mortgage until you have paid us everything you owe under this Agreement. The mortgage contains additional terms regarding your and our duties and obligations.

Security Agreement. You give us a security interest in the following property ("collateral"):

This security agreement does not apply to personal property that is your principal dwelling if we fail to provide any required notice of right to rescind.

Accessions and Proceeds. To protect us if you default under this Agreement, and any changes, extensions, and renewals of this Agreement, you also give us a security interest in any "accessions" to and "proceeds" of any collateral described above which will all be included in the term "collateral". "Accessions" generally means any goods installed in or attached to the collateral. "Proceeds" generally means any money or property due from the loss, destruction or sale of the collateral. Accessions and proceeds are defined in Article 9 of the Uniform Commercial Code.

Ownership of the Collateral. You represent that you and any Collateral Owner signing this Agreement have full ownership of all the collateral. You represent that no one else has an interest in the collateral, including a lien, other than an acceptable interest as to which we have been advised in writing in our inspection of title to the collateral (for example, a first-lien on your car that is already noted on the title). You agree not to sell or give anyone else an interest in any of the collateral that is personal property without written permission from us. You will keep such collateral free from all other claims (such as taxes and liens). You agree to assist us and sign any documents necessary to perfect our security interest in the collateral (such as ensuring financing statements or certificate of title documents are filed on the collateral).

Care of the Collateral. You will:

1. Keep all the collateral in good repair and working order;
2. Replace broken and worn parts;
3. Allow us to inspect the collateral as we wish; and
4. Notify us in writing immediately of any loss or damage to the collateral.

Insurance. You will keep the collateral insured against:

1. Fire (including extended coverage);
2. Theft and collision (for motor vehicles); and
3. Any other risks we name.

You may buy the insurance from anyone you want, but the insurance company and the amount of the insurance must be acceptable to us. You will have the insurance company name us in the policy as a secured party, and you will give us a copy of the policy. You will instruct each issuer of an insurance policy to pay any claims directly to us and to notify us in writing at least 10 days before ending coverage. You assign any insurance payments to us as additional security.

This section only applies if the initial principal amount of this Agreement exceeds \$800.

Notice: If you do not provide us with evidence of the insurance coverage required by your Agreement with us promptly after we ask for this evidence, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by this Agreement with us. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your principal. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Our Right to Take Action. If you do not:

1. Take care of the collateral as required under Care of the Collateral;
2. Keep the collateral insured as we ask as required under Insurance;
3. Cooperate with us in making sure that necessary financing statements or certificate of title documents are filed; or
4. Fulfill any other promise you have made in this Agreement;

than we may (if we choose) take the necessary steps to protect our interest in the collateral. For example, we may pay taxes, insure the collateral, file financing statements, or make repairs. If we advance any money, you agree to pay us the amount advanced with interest at the same annual interest rate you pay on this Agreement (as that annual interest rate may change from time to time), but not more than the maximum rate allowed by law.

Location of Property. You will not keep personal property collateral in any county or state unless a financing statement has been filed there showing us as the secured party, if one is required to be filed there to perfect our security interest. You will not remove personal property collateral from the state where you currently live without our written permission. If there is a certificate of title showing title to any collateral, you will file any amendment or other documentation required to protect our security interest.

Special Rules for Securities. If any of the collateral consists of stocks, bonds or other types of securities:

1. You will endorse those securities at our request so that we can transfer them. If we ask you to, you will also deliver to us anything that you receive from the issuer of those securities. For example, you will deliver any money, notices and additional securities that you receive from the issuer because you own the securities. Whatever you deliver to us will be collateral subject to this Agreement.
2. We may notify the issuers of those securities of our security interest. We may require the issuers to make any payments to us directly, and we may sue the issuers if they do not pay as required.
3. If your securities are issued by or held by another party, such as your broker, you will obtain from such party a signed control agreement we may require to perfect our security interest in the collateral.

ADDITIONAL TERMS OF YOUR LOAN

Financial Information. Whenever we ask, you agree to furnish us with current information about your financial situation and the value of any property you have given us as security. You agree that we may at any time obtain credit information about you from others, including credit reporting agencies and other lenders, and report information about your credit with us to others at any time. See TCF's Privacy Policy for information of your right to direct us not to share your nonpublic personal information.

Other Promises: You will:

1. Provide us with financing statements at our request;
2. Assist us and do whatever is necessary to perfect any security interest in the collateral or real estate or other property securing this Agreement;
3. Make sure our security interest is properly shown on the certificate of title, if the collateral includes a motor vehicle or other property represented by a certificate of title;
4. Notify us immediately in writing if you change your address; and
5. Not use the collateral or real estate or other property securing this Agreement for any unlawful purposes.

Setoff. To protect us if you default under this Agreement, and any amendment, extension, or renewal of this Agreement, we may use any of your property in our possession or control to pay this Agreement. This includes any money you have on deposit with us. We may use this property or money without giving you any notice. We will not be liable for the dishonor of any check, automatic payment withdrawal request or other payment instrument if the dishonor occurs because we used any of your property in our possession or control to satisfy this Agreement. You will assume the liability and release us of all responsibility for any claim that occurs if we set off amounts due under this Agreement against one or more of your accounts.

Changes, Waivers and Delay in Enforcement. This Agreement cannot be changed unless we agree in writing. We can elect not to enforce or delay enforcement of our rights under this Agreement without losing them. For example, we may accept late payments from you without waiving our right to require that future payments be made on time. If we release any of you from this Agreement, the rest of you will not be released. If we exchange or release any collateral or other property that secures this Agreement, you will not be released. We do not have to use our legal remedies against one of you before we use our legal remedies against any of you. You agree to any changes, renewals and extensions we give to you in this Agreement. You agree to give up your rights to require us to: (1) demand payment of amounts due (presentment); (2) obtain official certification of nonpayment (protest); (3) notify you that amounts due have not been paid (notice of dishonor); or (4) give you any other notice except as required in this Agreement.

Application of Payments. We may apply any payments you make first to late charges, returned payment charges, and any other charges you owe us, then to any interest you owe, then to the principal (including any points and other charges you have financed).

Tax Deductibility. You should consult a tax advisor regarding the deductibility of interest and charges for this Agreement.

Default and Full Payment. If the principal of your Agreement is \$25,000 or less and your Agreement is secured by other than a first mortgage, or it is unsecured, you agree that you will be in default if any of the following events occur: (1)(a) if the interval between scheduled payments is two months or less; you have outstanding an amount exceeding one full payment which has remained unpaid for more than ten days after the scheduled or deferred due dates, or you fail to pay the first payment or the last payment within forty days of its scheduled or deferred due date; (b) if the interval between scheduled payments is more than two months; you have all or any part of one scheduled payment unpaid for more than sixty days after its scheduled or deferred due date; (c) if this Agreement is scheduled to be repaid in a single payment; you have all or any part of the payment unpaid for more than forty days after its scheduled or deferred due date; or (d) if this Agreement is for an agricultural purpose; you fail to pay the first or the only payment when due or to pay any other payment within forty days of its original or deferred due date. (For purposes of this paragraph, the amount outstanding shall not include any delinquency or deferral charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due.) (2) You fail to observe any other provision or covenant of this Agreement, the breach of which materially impairs the condition, value or protection of our right in any collateral securing this Agreement, or materially impairs your ability to pay amounts due under this Agreement. If you are in default, we may (1) declare your entire unpaid balance due and payable, following notice of your right to cure any default and an opportunity to cure, if required by Wisconsin statute section 425.105; and (2) exercise any rights provided by this Agreement, any security Agreement provided in connection with this Agreement; or any applicable federal or state law.

If the principal of your Agreement is more than \$25,000 or is secured by a first mortgage, you agree that you will be in default if any of the following events occur: (1) you fail to make a payment when due or fail to comply with any other terms of the Agreement, (2) you fail to pay any other amount you owe us when due, (3) you die or any guarantor of this Agreement dies (our rights in this instance may be limited as set out in Title 12 of the Code of Federal Regulations Section 691.5), (4) you do not pay your debts when due, (5) you give us false or misleading information or statements, whether or not related to this Agreement, (6) you or any guarantor of this Agreement file a petition under the United States Bankruptcy Code, or someone files a petition against you or any guarantor of this Agreement, (7) you default under the terms of any security agreement you have given us, (8) someone tries to take any real estate, collateral, or any other property that secures this Agreement by legal proceedings, (9) we determine that there has been a significant adverse change in your financial condition or the value of real estate, collateral or any other property you have given us for security has come down substantially or (10) you sell or give anyone else an interest in any of the collateral that is personal property without written permission from us. If there is a default, we may demand immediate payment, and you agree to pay the entire amount you owe us under this Agreement. If we do demand immediate payment in full, the Finance Charge will be figured by using the Annual Percentage Rate that is in effect on the day we demand immediate repayment. If there is a default we may also exercise our rights under any separate security Agreement that secures this Agreement or any rights we have under any federal or state law. If we choose any one of these remedies, we do not give up our right to use any other remedy later. Foreclosure or repossession and sale of collateral securing this Agreement under the Uniform Commercial Code is governed by the law of Wisconsin.

Costs and Attorneys' Fees. If this loan is secured by a first mortgage in the amount of \$25,000 or less, you agree you will pay reasonable attorneys' fees we incur to collect or foreclose your loan and mortgage to the extent not prohibited by Wisconsin Statute section 428.103. Otherwise to the extent not prohibited by law, you agree to pay all of our reasonable costs and attorneys' fees in collections, foreclosures, and any other legal actions or arbitration if you are in default. To the extent permitted by the United States Bankruptcy Code, you will also pay the reasonable attorneys' fees and costs we are charged to collect this debt as awarded by any court under the Bankruptcy Code.

Agreement Binding. You understand that this Agreement is binding on your heirs and your legal representatives. This Agreement, the Arbitration Agreement and any mortgage (if this loan is secured by real estate) are the final and complete expression of the agreement between you and us.

More Than One Signer. Whether you sign this Agreement as an individual or as one of a group, you are each fully responsible for all the obligations owed to us.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions will remain in full force and effect.

Governing Law. Unless otherwise specified in this Agreement, this Agreement and any actions arising out of this Agreement, including, but not limited to provisions related to loan charges, are governed by federal law and, to the extent not preempted by federal law, by the substantive law of Wisconsin.

If this box is checked, the following notice applies:

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.

CREDIT INFORMATION

If at any time you feel that any information we may furnish to any consumer reporting agency is inaccurate, you can send us written notice of the inaccurate information to Customer Service, Mail Code 002-01-P, 101 E 5th Street, Suite 101, St. Paul, MN 55101. Please include the account number(s), a description of the inaccurate information, and the nature of the inaccuracy of the information.

GUARANTEE

By signing below, you agree to pay this Agreement if the Borrower or Co-Borrower does not. You will pay this Agreement when it becomes due, whether or not we have made any effort to collect this Agreement from any Borrower or Co-Borrower or repossess or foreclose any real estate or collateral that secures this Agreement. You will continue to be responsible even if we exchange or release any real estate or collateral that secures this Agreement, agree to any changes in this Agreement (including an extension of the required time for payment), or release any other person from responsibility for this Agreement. You will pay our attorney fees to collect this guarantee, unless prohibited by law. By signing below, you also acknowledge you received and agree to the separate arbitration agreement entered into by Borrower and Co-Borrower on this date.

Guarantor

COLLATERAL OWNER

By signing below as collateral owner, you give us a security interest in the collateral securing this Agreement or a separate mortgage on real estate to protect us if the Borrower or Co-Borrower defaults under this Agreement. If this Agreement is secured by collateral, you agree to the terms of the Security Agreement section of this Agreement. You will have no personal obligation to repay this Agreement, but you agree that we have all of the rights in the collateral securing this Agreement as provided by this Agreement or if secured by real estate as provided in this Agreement and the mortgage. By signing below, you also acknowledge you received and agreed to the separate arbitration agreement entered into by Borrower and Co-Borrower on this date.


Collateral Owner

Collateral Owner

NOTICE REGARDING USE OF CREDIT REPORT

If your Agreement is secured by your residence or other residential real estate, the interest rate and the initial principal amount of this Agreement are based in whole or in part on information obtained from the credit bureau below. If your Agreement is unsecured, the amount of this Agreement is based in whole or in part on information obtained from the credit bureau below.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> TransUnion
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
(800) 888-4213 | <input type="checkbox"/> Experian
701 Experian Parkway
PO Box 2002
Allen, TX 75013-0036
(888) 397-3742 | <input type="checkbox"/> Equifax
PO Box 106873
Atlanta, GA 30348
(800) 685-1111 |
|---|--|--|

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons as to how we determined your interest rate or the amount of your loan. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

By initialing, you acknowledge receipt of this notice on 08/23/2005 (date)


Borrower KAREN R KANE

Co-Borrower

TCF COMMAND PROTECTION LOAN

If you purchase the TCF Command Protection Loan provision, these terms and conditions modify and are included as part of the terms of your Agreement. For the monthly fee shown on page 7, TCF will waive your indebtedness (up to \$50,000) owing under the Agreement upon death resulting directly, and independently of all other causes, from an accident. An accident is an unplanned event, unexpected and undesigned, which occurs suddenly and at a definite place. In addition, for no additional charge, TCF will defer (but not waive) scheduled monthly payments during periods of disability, involuntary unemployment, family leave and military leave ("deferral events") subject to the limitations below. A TCF Command Protection Loan provision is not available on unsecured or non-real estate secured loans or on real estate secured loans with an original principal amount of \$10,000 or less.

Accidental Death Waiver: We agree to waive the entire remaining outstanding balance you owe to us under this Agreement as of the date of your accidental death, up to a maximum amount of \$50,000 (this is the maximum waiver under this provision, even if you purchase a joint provision for both borrower and co-borrower), in the event of your accidental death subject to the limitations stated in these TCF Command Protection Loan provision terms and conditions. The TCF Command Protection Loan provision is also subject to the following exclusions:

- Death resulting from disease, sickness, bodily or mental infirmity, or medical or surgical treatment of same;
- Death resulting from suicide while sane or insane;
- Death resulting from intentionally self-inflicted bodily injury while sane or insane; or
- Death resulting from war or act of war, whether declared or undeclared.

Waiver means that the indebtedness is no longer due to TCF. No payments are made to you or any other party. You, your estate, or heirs may incur a federal, state and/or local income tax as a result of the waiver of indebtedness. You should consult your tax advisor.

Disability, Involuntary Unemployment, Family Leave and Military Leave Deferment: If the Borrower (or co-borrower if applicable) becomes disabled, or involuntarily unemployed, or is absent from employment due to family leave² or military leave³ ("deferral events"), your scheduled monthly payment obligation for the period or periods of deferral events are not due. Deferral means that scheduled payments during deferral events are not due when scheduled and the interest accrued for the month is due after the scheduled maturity date of the Agreement. This is a deferral feature only-interest will continue to accrue according to this Agreement on the unpaid Principal Balance and no principal is reduced. Because of the deferral, you will have a remaining balance on your scheduled final due date. After the scheduled final due date, you will continue to make monthly payments to us until your debt is paid in full. The amount of monthly payments will be equal to the amount of your last regularly scheduled monthly payment. Deferrals will not cure any prior payment or other delinquency. If any prior delinquency is not cured, we will continue to pursue our remedies based on the prior delinquency and the total outstanding balance, including any payments which have been deferred, may be accelerated.

You must become totally disabled⁴. Disability deferral does not apply to a disability resulting from a preexisting condition for which you received medical advice, diagnosis or treatment within six months before the date of your Agreement, or resulting from a preexisting condition where the total disability begins within six months after the date of your Agreement. Other than disabilities for which you received medical advice, diagnosis or treatment within six months before the date of your Agreement, a preexisting condition which causes total disability, where total disability begins six months or more after the date of your Agreement is a covered disability. Normal pregnancy or self-inflicted injury is not a disability. You must be disabled at least 14 consecutive days to qualify for a disability deferral. You must be completely unemployed for at least 30 consecutive days (if you are employed part-time, you will not qualify) to qualify for a deferral for involuntary unemployment. You must not have been notified, either orally or in writing, of pending layoff, employment termination, strike or lockout prior to the date of this Agreement to qualify for a deferral for involuntary unemployment. If you qualify for a deferral, you cannot qualify for another deferral for 90 days after the end of the prior deferral event. The maximum total number of months of deferrals under this provision is 12 months for disability, 12 months for involuntary unemployment, 6 months for family leave and 6 months for military leave counting all periods of deferral that might occur during the term of this Agreement. The maximum total number of months of deferral during the term of this Agreement for all deferral events counting all periods of deferral that might occur during the term is 24 months. The monthly fee for the TCF Command Protection Loan provision will be added to your scheduled monthly payments and will not be waived (will be due) during deferral events.

Additional Rules for Accidental Death Waiver or Payment Deferral Requests: Notice of your request must be furnished within 30 days after death, disability, involuntary unemployment, family leave or military leave occurs or as soon after that as you can. We require written proof of accidental death (such as a certified copy of a death certificate). We require written proof of disability, involuntary unemployment, family leave or military leave for the required period. The deferral event must continue in order for future payments to be deferred. We reserve the right to require you to give us proof of your continuing disability, involuntary unemployment, family leave or military leave at reasonable intervals in order to justify the continuance of the deferral. We

¹ Involuntary unemployment includes involuntary layoff, termination by employer, and inability to work as a result of a general strike or unionized labor dispute.

² Family leave is defined in the Federal Family and Medical Leave Act of 1993.

³ Military leave is being called to active military duty after the date of this Agreement. If you are on active military duty on the date of this Agreement, military leave deferral is not available unless you leave active military duty and are called back to active military duty.

⁴ That is, you must be unable to perform the duties of your occupation for wage or profit because of sickness or accidental injury to qualify for disability deferral.

will require information for each type of request you make. Information we request from you will include, but is not limited to, the following: (A) If requesting accidental death waiver, we must be furnished with a certified copy of the death certificate; (B) if requesting deferment due to disability, you will be sent an information request form within 15 days after your notice is given (proof of disability must include: (1) the date and the cause of the total disability; and (2) signature of treating physician); (C) If requesting deferment due to a period of involuntary unemployment, you must qualify for unemployment benefits under state unemployment law and register to work with a state employment office or a recognized employment agency within fifteen (15) days after the last day employed and remain so registered during the request period if the unemployment occurred as a result of either layoff or employer termination (in the event registration occurs after the first fifteen (15) days of unemployment, you will not be eligible for payment deferment for the time in which you were not registered, but requests will be processed retroactively to the date of registration); (D) If requesting deferment due to family leave, we must be furnished with a copy of your employer's grant of family leave under the Federal Family and Medical Leave Act of 1993 (if your employer is not subject to the Federal Family and Medical Leave Act of 1993 we will require documentation from your employer similar to that required by the Act); and (E) If requesting deferment due to military leave, we must be furnished with a copy of your orders to active duty.

Eligibility for Features (subject to the limitations in this TCF Command Protection Loan provision):

If you are employed (30 hours or more a week and received a form W-2), you may qualify for all five features (accidental death waiver, involuntary unemployment deferment, disability deferment, family leave deferment and military leave deferment).

If you are self-employed, you do not qualify to receive the involuntary unemployment deferment feature on the date of this Agreement. However, if you become employed (30 hours or more a week and receive a form W-2) at any time during the term of this Agreement, you may be eligible for the involuntary unemployment deferment feature. You may then request to defer your monthly payment obligation for the period of involuntary unemployment.

If you are self-employed, you may qualify for the accidental death waiver, and the disability, family leave and military leave deferment features.

If you are unemployed, disabled, or retired, you do not qualify to receive the involuntary unemployment, disability, and family leave deferment features on the date of this Agreement. However, if you become employed (30 hours or more a week and receive a form W-2) at any time during the term of this Agreement, you may be eligible for the involuntary unemployment, disability and family leave deferment features. You may then request to defer your scheduled monthly payment obligation for the period of involuntary unemployment, for the period of disability, or for the period of family leave.

If you are unemployed, disabled, or retired, you may qualify for the accidental death waiver and military leave deferment features.

If you have a pre-existing condition, we will not defer any payment if you become disabled and the disability occurs within six months after the date of this Agreement or is caused or substantially contributed to by an illness, injury or condition which required medical advice, diagnosis or treatment within six months prior to the date of this Agreement.

Prepayment

You understand that if you prepay the loan in full after the first 30 days of your loan, no portion of the fee for the TCF Command Protection Loan provision will be refunded.

Disability, Involuntary Unemployment, Family Leave or Military Leave

If you are eligible for Disability, Involuntary Unemployment, Family Leave or Military Leave Deferment (see the limits in this provision and the chart below for complete information regarding eligibility and limitations for self-employed, unemployed, disabled or retired individuals), you understand that the TCF Command Protection Loan provision only allows 12 total months of deferment for disability, 12 total months of deferment for involuntary unemployment, 6 total months of deferment for family leave and 6 total months of deferment for military leave during the term of this Agreement. The 12-month and 6-month limits include all periods of deferment that occur during the term of this Agreement. In addition, you understand that the TCF Command Protection Loan provision only allows a total of 24 months of deferment for all deferment events.

You understand that the disability, involuntary unemployment, family leave and military leave features are deferrals and not waivers. You understand that you will still have to pay the payments deferred, that interest continues to accrue during the deferral period(s) and that your term will be increased by the corresponding length of deferral(s).

IF YOU ARE SELF EMPLOYED, UNEMPLOYED, DISABLED, OR RETIRED, YOU ARE NOT ELIGIBLE FOR ALL FEATURES AT THE DATE OF THIS TCF COMMAND PROTECTION LOAN PROVISION. THE 'X' REPRESENTS WHICH FEATURE(S) YOU ARE ELIGIBLE TO RECEIVE AT THE DATE OF THIS TCF COMMAND PROTECTION LOAN PROVISION.

	Accidental Death Waiver	Disability Feature	Involuntary Unemployment Feature	Family Leave Feature	Military Leave Feature
Fully Employed	X	X	X	X	X
Self Employed	X	X		X	X
Unemployed	X				X
Disabled	X				X
Retired	X				X

TCF COMMAND PROTECTION LOAN PROVISION NOTICE

THE TCF COMMAND PROTECTION LOAN PROVISION IS NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. THE APPROVAL OF YOUR LOAN AND THE CONDITIONS OF YOUR LOAN ARE NOT CONDITIONED ON YOUR PURCHASE OF THE TCF COMMAND PROTECTION LOAN PROVISION. ONLY THE BORROWER(S) SHOWN BELOW ARE INCLUDED.

BASED ON THE INFORMATION YOU HAVE PROVIDED TO US, THE MONTHLY FEE FOR THE TCF COMMAND PROTECTION LOAN PROVISION IS \$25 EACH MONTH OF THE TERM OF THIS AGREEMENT FOR THE BORROWER (\$35 EACH MONTH OF THE TERM OF THIS AGREEMENT IF YOU ARE PURCHASING A JOINT PROVISION FOR THE BORROWER AND CO-BORROWER). THE TOTAL COST FOR ONE YEAR WOULD BE \$300 FOR THE BORROWER (\$420 IF YOU ARE PURCHASING A JOINT PROVISION WITH THE CO-BORROWER). THE MONTHLY FEE WILL BE ADDED TO YOUR SCHEDULED MONTHLY PAYMENT AMOUNT LISTED IN THIS AGREEMENT AND WILL NOT BE INCLUDED IN YOUR LOAN AMOUNT. NO MONTHLY FEES WILL BE DUE FOR THE TCF COMMAND PROTECTION LOAN PROVISION AFTER THE ANNIVERSARY DATE OF YOUR AGREEMENT WHICH OCCURS AFTER YOUR OUTSTANDING BALANCE BECOMES LESS THAN \$10,000.

- I/We want the TCF Command Protection Loan provision for Borrower only.
- I/We want the TCF Command Protection Loan provision for both Borrower and Co-Borrower.
- I/We decline the TCF Command Protection Loan provision.
- I/We understand that the TCF Command Protection Loan provision is not available on unsecured or non-real estate secured loans or on real estate secured loans with an original balance of \$10,000 or less and that I/We cannot obtain the TCF Command Protection Loan provision.

AMOUNT OF ACCIDENTAL DEATH WAIVER: The amount of the accidental death waiver may be less than the amount of your Agreement. See Election of Partial Accidental Death Waiver below for more details.

CANCELLATION/TERMINATION: You may cancel the TCF Command Protection Loan provision at any time. We will credit your loan for any monthly fee paid if you cancel during the first 30 days of the term of this Agreement. We may cancel the TCF Command Protection Loan provision if your loan becomes 150 days delinquent or is charged off by us. We may cancel the TCF Command Protection Loan provision at any time by sending you 30 days advance notice of termination. If you or we cancel after the first 30 days of your loan term (this includes if you prepay this Agreement before the scheduled final due date), you will not receive a refund or credit for any monthly fee paid.

ELECTION: By signing below, you state that you DO want the TCF Command Protection Loan provision for the borrower(s) indicated by the box checked above. You also state that you have received a filled-in copy of this form before signing it. You also state that you understand you, your estate, or heirs may incur a federal, state and/or local income tax as a result of the waiver of the indebtedness and that you should consult your tax advisor.

_____	_____	_____	_____
Borrower	Date	Co-Borrower	Date
By signing below, you state that you DO NOT want, or do not qualify for, the TCF Command Protection Loan provision.			
<i>Karen R Kane</i>	<i>8/23/02</i>		
Borrower KAREN R KANE	Date	Co-Borrower	Date

ELECTION OF PARTIAL ACCIDENTAL DEATH WAIVER

- You understand that we will only waive up to a maximum of \$50,000 and not your entire loan amount of _____ in the event of borrower (or co-borrower's if applicable) accidental death. If the balance of this Agreement exceeds the amount subject to waiver stated above, the excess will still be due in the event of your accidental death.

Employment Status

I have NOT been notified, either orally or in writing, of pending layoff, employment termination, strike or lockout and my employment status at the present time is:

- | | |
|---|---|
| <u>Borrower</u> | <u>Co-Borrower</u> |
| <input type="checkbox"/> Fully Employed | <input type="checkbox"/> Fully Employed |
| <input type="checkbox"/> Unemployed | <input type="checkbox"/> Unemployed |
| <input type="checkbox"/> Retired | <input type="checkbox"/> Retired |
| <input type="checkbox"/> Self-employed | <input type="checkbox"/> Self-employed |
| <input type="checkbox"/> Disabled | <input type="checkbox"/> Disabled |

IF YOU MISSTATE ANY OF THE ABOVE INFORMATION, TCF IS NOT OBLIGATED UNDER THE TCF COMMAND PROTECTION LOAN PROVISION.

All statements by you for the TCF Command Protection Loan provision have been made to the best of your knowledge and belief. After 2 years, from the date of this Agreement, no statement made by you for the TCF Command Protection Loan provision can be used to void the TCF Command Protection Loan provision or to deny any accidental death waiver or payment deferral request unless that statement was made fraudulently. Prior to that time and at any time if a statement was fraudulently made by you, we may use the statements by you to void the TCF Command Protection Loan provision or deny any accidental death waiver or payment deferral request based on your statements.

By signing, you choose to purchase the TCF Command Protection Loan provision.

_____	_____	_____
Witness (Loan Officer)	Signature of Borrower	Date
	_____	_____
	Signature of Co-Borrower	Date

5343990

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 10:55 AM

09-11-2002

CONSUMER LOAN MORTGAGE

IGNATIUS J. BIERCZYK
REGISTER OF DEEDS

AMOUNT 15.00

REEL 5410

IMAGE 2188

TCF NATIONAL BANK Account Number: [REDACTED]

WISCONSIN CONSUMER LENDING DEPARTMENT

Return To:
TCF National Bank
P.O. Box 170008
Milwaukee, WI 53217-0008
Attn: Consumer Lending
pin no. 420-0261-9

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN,
THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS
MORTGAGE IS

THIRTY THOUSAND DOLLARS AND 00 CENTS

Dollars (\$30,000.00)

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 23rd day of August, 2002, by
KAREN R KANE and STEVEN J PAM CRICH

AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP,

whose address is 5815 BAYNOR AVE FRANKVILLE WI 53128

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national
banking association, 601 Marquette Ave, Minneapolis, Minnesota 55402 (the "Lender"), land and
property in Milwaukee County, Wisconsin, described as:

This Property IS NOT the homestead of the Borrower.

IS NOT

THE WEST 80 FEET OF LOT 14 IN BLOCK 11 IN JOHNSON'S WOODS NO. 1, BEING A SUBD
OF A PART OF THE NE 1/4 OF SECTION 34, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE
CITY OF MILWAUKEE.

street address: 315A S 85TH MILWAUKEE WI 53214

together with all buildings, improvements, and fixtures on the property, whether now on the property or
added in the future, and all easements and other rights that pertain to the property (collectively the
"Property"). This Mortgage secures performance and payment under the terms of this Mortgage and
Borrower's note dated the same date as this Mortgage in the principal amount of

THIRTY THOUSAND DOLLARS AND 00 CENTS

Dollars (\$30,000.00), subject to any written amendments to the note agreed to by Lender and
Borrower ("Note"), and any additional amounts advanced by Lender to protect its rights under paragraph
6 below. In addition to the indebtedness due under the Note, this Mortgage secures Protective
Advances which may be in excess of the maximum principal amount stated above with interest thereon
(collectively "Debt") and the performance of all covenants and agreements of the Borrower contained
herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of
Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full
Debt, if not paid earlier, is due and payable on 09/07/2017.

If the box preceding this sentence is checked, the interest rate under the Borrower's Note is variable
and can change daily, as described in the Note.

Borrower promises and agrees:

1. To keep the Property in good repair, and to comply with all laws and ordinances, which affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property, and any other amounts which could become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrances.
3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner with companies acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the money can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.



3

6. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform such obligations. Any amount so paid and the cost of any title search and report made after any Default, may be added to the Debt. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage. The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law, each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against any person signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.
8. If (a) there is a Default under any Debt secured by this Mortgage, or (b) Mortgagor fails to timely observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Debt will become immediately payable (called "acceleration") unless notice to Mortgagor or Borrower and an opportunity to cure are required by Section 426.108, Wis. Stats., or the document evidencing the Debt and, in that event, the Debt will become payable if the Default is not cured as provided in that statute or the document evidencing the Debt or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Debt, together with all sums paid by Lender as authorized or required under this Mortgage or any Debt, shall be collectible in a suit at law or by foreclosure of the Mortgage by action, or both, or by the exercise of any other remedy available at law or equity. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deed of conveyance pursuant to statute.
- If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provision of Section 646.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax exempt charitable organization, Mortgagor agrees to the provision of Section 646.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
- (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
 - (b) the creation of a purchase-money Security Interest for household appliances;
 - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
 - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
 - (i) a transfer to a relative resulting from the death of Borrower;
 - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
 - (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
 - (f) a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.


REEL 5410 PAGE 2190

- 10. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instruments in any manner whatsoever, without Lender's prior written consent or unless authorized by applicable law.
- 11. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 12. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial prepayment, without any prepayment charge under the Note.
- 13. That this Mortgage, and any actions arising out of this Mortgage, are governed by Wisconsin law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future. Under the exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed first, before the homestead is foreclosed.

Riders: The following Riders are to be executed by the Borrower:
 Condominium Rider Planned Unit Development Rider

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE.
 The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
 (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.

Borrower:


 (signature)
 KAREN R KANE

 (type or very clearly print name)

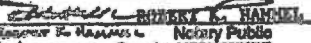


 (signature)
 STEVEN J PAVLOVICH

 (type or very clearly print name)

State of Wisconsin)
 County of Milwaukee) ss.

This instrument was acknowledged before me on 23rd day of August, 2002, by KAREN R KANE and STEVEN J PAVLOVICH
 AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP.



 Robert K. Hannel, Notary Public
 Milwaukee County, WISCONSIN
 My commission expires: 2/6/05

This instrument created by: ROBERT K. HANNEL
 Title: Notary Public
 TC National Bank
 801 Marquette Ave
 Minneapolis, MN 55402



Licensed to Wisconsin Title and not for sublicense, relicense or any other transfer

TERMINATION OF DECEDENT'S PROPERTY INTEREST



DOC.# 10343101

RECORDED 03/14/2014 03:11PM
 JOHN LA FAVE
 REGISTER OF DEEDS
 Milwaukee County, WI
 AMOUNT: 30.00
 FEE EXEMPT #:

Use black ink

DECEDENT'S NAME Karen E. Kane	DATE OF DEATH September 13, 2013		
ADDRESS OF DECEDENT AT DATE OF DEATH 8848 RAYNOR AVENUE	CITY FRANKSVILLE	ST WI	ZIP 53128

PRESENTATION OF DEATH CERTIFICATE
 I certify that I have viewed a certified copy of the decedent's death certificate

MAR 14 2014

REGISTER OF DEEDS SIGNATURE _____ DATE _____

Recording area

Name and return address
 Literak & Rogaczewski, LLP
 4745 W Forest Home Avenue
 Greenfield, WI 53219

420-0261-5
 Parcel Identification Number

Interest in property is terminated under (please check appropriate statute)

s 867 045 which pertains to property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate (You must provide a copy of the document establishing interest in property)

s 867 046 which pertains to property of a decedent specified in a marital property agreement, survivorship marital property, beneficiary of a transfer under s 705 15, or a third party confirmation (You must provide a copy of the document establishing interest in property)

Presentation of recorded document establishing interest in real estate

DOCUMENT # 8068548	VOLUME/REEL 2122	PAGE/IMAGE 119	RECORDS/DEEDS DEEDS
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Description of the real estate. See Attached

West Sixty (60) feet of Lot Fourteen (14), in Block Eleven (11) in Johnson's Woods No. 1, being a Subdivision of a part of the North East One-Quarter (1/4) of Section Thirty-four (34), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

Description of personal property (if any) being transferred
 You may list savings accounts, checking accounts and securities on attached pages Indicate person(s) receiving property

DECLARATION I(We) declare that this document is, to the best of my(our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes (if more space is needed, attach pages.)

Name and Address (List all remaindermen/ beneficiaries)	Applicant's Interest in Property (ie spouse, remainderman)	Applicant Signature(Notarized) (Print or type name below signature)	Date
Steven J Pavlovich 8848 Raynor Avenue Franksville, WI 53128	Remainderman	 Steven J. Pavlovich	03/06/2014

This document was drafted by (print or type name below)
 Atty Gregory J Rogaczewski

STATE OF WISCONSIN, County of Milwaukee
 Subscribed and sworn to before me on 03/06/2014
 by the above named person(s) Steven J Pavlovich



Signature of Notary or other person authorized to administer an oath (as per s 705 55, 705 07)
 Print or type name
 Title Attorney

Gregory J Rogaczewski
 Date Commission Expires is permanent

THIS IS A STANDARD FORM ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED





Notice of Availability of Mediation

What is the foreclosure mediation program?

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

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

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

How does the homeowner request foreclosure mediation?

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

Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to you via mail or email. Your second step is to contact your housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$400 by check, money order or credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$600 is due at the time of their consent.

Is participation in mediation required?

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



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

If the Lender declines the invitation to mediate, the Program Administrator will refund \$350 of your mediation fee. The remaining \$50 is non-refundable and used to off-set program administrative costs.

How can the Housing Counselor help?

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

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor. You and your lender must pay a non-refundable mediation fee before the case can be scheduled for mediation. You pay \$400 and your lender pays \$600. Credit card payments are accepted by telephone at 414-939-8800 or you may mail a check or money order to the Metro Milwaukee Foreclosure Mediation Program at P.O. Box 633, Milwaukee, WI 53201.

Does the foreclosure stop during the mediation process?

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

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

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

Who must attend the mediation session?

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

Where can I find additional foreclosure resources?

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



Mediation Request Form

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



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



Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Mailing address (# different):	
Number of units you own at property location:	
Email address:	
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Phone:	Work Phone:
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Name of County where this home is located:	
Case Number (located on your Summons): 20 CV	
Date you received the Summons and Complaint:	
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:	
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?	
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

Colored forms attached to summons (pink, yellow or green)

Website (which one):

Housing Counselor (Name):

Radio announcement (which one):

Hotline (which one):

Other (please explain):

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

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

Property Owner's Signature

Date

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

Step 1:

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

Mail: Metro Milwaukee Foreclosure Mediation Program (MMFMP), P.O. Box 833, Milwaukee, WI 53201
Phone: (414) 939-8800 **Fax:** (414) 939-8803
Email: apply@mediatemilwaukee.com
Online: www.mediatemilwaukee.com

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

Step 2:

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

Step 3:

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



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