

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

MIDWEST COMMERCIAL FUNDING, LLC
1521 Waukesha Road,
Caledonia, WI 53108,

Plaintiff,

vs.

PROSPECT HOLDINGS 3061, LLC
c/o Thomas Nitschke, its registered agent,
1442 N. Farwell Ave, Suite 608
Milwaukee, WI 53202,

TIMOTHY BROPHY
N92 W25487 Blue Heron Drive,
Sussex, WI 53089,

UNITED STATES OF AMERICA
c/o U.S. Attorney's Office
517 E. Wisconsin Avenue, Ste. 530
Milwaukee, Wisconsin 53202,

THOMPSON LAW OFFICES S.C.
808 N. 3rd Street, #406,
Milwaukee, WI 53203,

WEST ALLIS CITY
7525 W. Greenfield Avenue,
West Allis, WI 53214,

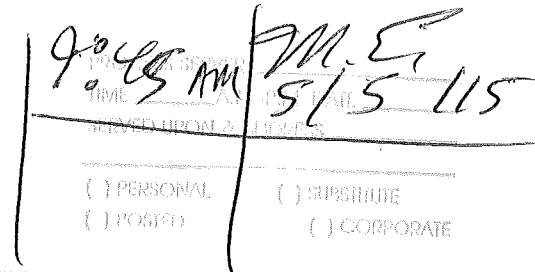
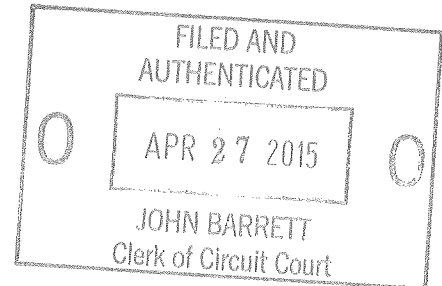
CITY OF MILWAUKEE
200 E. Wells Street,
Milwaukee, WI 53202,

Defendants.

Case No.

Case Code 30404, 30301
Foreclosure of Mortgage
Money Judgment
Amount Exceeds \$10,000

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



SUMMONS

RECEIVED

THE STATE OF WISCONSIN

MAY 04 2015

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

CITY OF WEST ALLIS
CITY CLERK

OTC
MA

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal

action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Court House, 901 N. 9th Street, Milwaukee, WI 53233; and, to **JUDGE LANG & KATERS, LLC**, Plaintiff's attorney, whose address is 8112 W. Bluemound Rd., Ste. 71, Wauwatosa, WI 53213. You may have an attorney help or represent you.

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

Dated this 24th Day of April, 2015

Respectfully Submitted,
Judge Lang & Katers, LLC

By: Jason S. Jankowski
Jason S. Jankowski
Wisconsin State Bar No. 1096008
Attorneys for Plaintiff

MAILING ADDRESS

8112 W. Bluemound Road, Ste. 71
Wauwatosa, WI 53213
P: (414) 777-0778
F: (414) 777-0776
jjankowski@jlk-law.com

Judge Lang & Katers, LLC, 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.

15CV003421

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

MIDWEST COMMERCIAL FUNDING, LLC
1521 Waukesha Road,
Caledonia, WI 53108,

Plaintiff,

vs.

PROSPECT HOLDINGS 3061, LLC
c/o Thomas Nitschke, its registered agent,
1442 N. Farwell Ave, Suite 608
Milwaukee, WI 53202,

TIMOTHY BROPHY
N92 W25487 Blue Heron Drive,
Sussex, WI 53089,

UNITED STATES OF AMERICA
c/o U.S. Attorney's Office
517 E. Wisconsin Avenue, Ste. 530
Milwaukee, Wisconsin 53202,

THOMPSON LAW OFFICES S.C.
808 N. 3rd Street, #406,
Milwaukee, WI 53203,

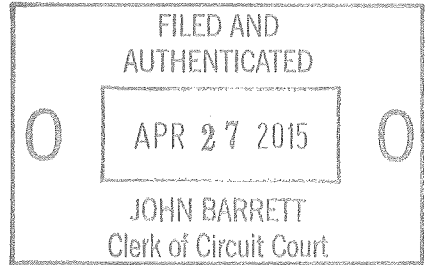
WEST ALLIS CITY
7525 W. Greenfield Avenue,
West Allis, WI 53214,

CITY OF MILWAUKEE
200 E. Wells Street,
Milwaukee, WI 53202,

Defendants.

Case No.

Case Code 30404, 30301
Foreclosure of Mortgage
Money Judgment
Amount Exceeds \$10,000



RECEIVED

MAY 04 2015

**CITY OF WEST ALLIS
CITY CLERK**

COMPLAINT

NOW COMES Plaintiff, Midwest Commercial Funding, LLC, by and through its attorneys, Judge Lang & Katers, LLC, and as for its Complaint against Defendants, allege:

PARTIES

1. Plaintiff, Midwest Commercial Funding, LLC (“Midwest”), is a Wisconsin limited liability company, whose principal place of business is 1521 Waukesha Road, Caledonia, Wisconsin 53108. Plaintiff is the current holder of the Note and Mortgage at question in this matter.
2. Defendant Prospect Holdings 3601, LLC (“Prospect Holdings”), was a Wisconsin limited liability company with its registered agent’s office located at 1442 N. Farwell Avenue, Suite 608, Milwaukee, Wisconsin 53202. Defendant Prospect Holdings was administratively dissolved on August 2014, but still holds title to the mortgaged property.
3. Defendant Timothy Brophy (“Brophy”) is an adult resident of the State of Wisconsin residing at N92 W25487 Blue Heron Drive, Sussex, Wisconsin 53089. Defendant Brophy executed a personal guarantee for payment of all sums due and owing under the Note.
4. Defendant United States of America, with offices located at the United States Attorney’s Office, 517 E. Wisconsin Avenue, Suite 530, Milwaukee, Wisconsin 53202. Defendant United States has or may claim an interest in the subject encumbered property
5. The Defendant, Thompson Law Offices SC, with its Principal and Registered Agent’s Office located at 808 N. 3rd Street, Suite 406, Milwaukee, Wisconsin 53203, has or may claim an interest in the subject encumbered property.
6. The Defendant, West Allis City, is a municipal corporation organized under the laws of the State of Wisconsin and has offices located at 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214. Defendant West Allis City has or may claim an interest in the subject encumbered property.
7. The Defendant, City of Milwaukee, is a municipal corporation organized under the

laws of the State of Wisconsin and has offices located at 200 East Wells Street, Milwaukee, Wisconsin 53202. Defendant City of Milwaukee has or may claim an interest in the subject encumbered property.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this dispute pursuant to Article VII § 8 of the Wisconsin Constitution, which provides for subject matter jurisdiction over all civil matters within this state.

9. This Court has jurisdiction over Defendants pursuant to Wis. Stat. § 801.05.

10. Venue is proper pursuant to Wis. Stat. § 801.50(2)(a) in that the claims asserted herein arose, and Wis. Stat. 801.50(2)(b) in that the real and tangible personal property, or some part thereof, which is the subject of the claim, is situated in Milwaukee County.

FIRST CAUSE OF ACTION **MONEY JUDGMENT AGAINST PROSPECT HOLDINGS**

11. Plaintiff re-alleges all prior paragraphs and incorporates them by reference

12. Defendant Prospect Holdings executed the Note dated August 27, 2012, in the original stated principal amount of \$33,600, and Prospect Holdings is obligated to Plaintiff under the Note. A true and correct copy of the Note is attached hereto as Exhibit A and incorporated by reference.

13. Defendant Prospect Holdings was required to make payments on the Note as provided in the terms of the Note. Defendant Prospect Holdings defaulted on the Note by failing to make the contractual payments as required its terms.

14. Pursuant to the terms of the Note, Defendant Prospect Holdings agreed to pay all of Plaintiff's costs of collection of the Note, including Plaintiff's attorneys' fees.

15. As a result, the following amounts are owed to Plaintiff from Defendant Prospect

Holdings as of April 1, 2015: the principal balance of Note, which is \$57,743.77, plus outstanding interest, applicable fees, and interest which continues to accrue on the Note pursuant to its terms.

16. Plaintiff is entitled to a money judgment against Defendant Prospect Holdings for the amounts due and owing under the Note plus interest, attorneys' fees and costs.

SECOND CAUSE OF ACTION
MONEY JUDGMENT AGAINST DEFENDANT BROPHY

17. Plaintiff re-alleges all prior paragraphs and incorporates them by reference.

18. Defendant Brophy executed a Continuing Guaranty for the Note dated August 27, 2012, wherein Defendant Brophy guaranteed payment of all obligations and payments owed to Plaintiffs by Defendant Prospect Holdings under the Note. A true and correct copy of the Continuing Guaranty is attached hereto as Exhibit B and incorporated by reference.

19. Defendant Brophy defaulted under the terms of the Guaranty as a result of his failure to make payment of all amounts due and owing under the terms of the Note upon Defendant Prospect's failure to pay Note in accordance with the Note's terms.

20. Pursuant to the terms of the Guaranty, Defendant Brophy agreed to pay all of Plaintiff's costs of collection, including Plaintiff's attorneys' fees associated with the Note.

21. As a result, the following amounts are due and owing to Plaintiff from Defendant Brophy as of April 1, 2015: the principal balance of the Note, which is \$57,743.77, plus outstanding interest, applicable fees, and costs which continue to accrue on the Note pursuant to its terms.

22. Plaintiff is entitled to a money judgment against Defendant Brophy for the amounts due and owing under the Note, plus interest, attorneys' fees and costs.

THIRD CAUSE OF ACTION
FORECLOSURE OF PROPERTY

23. Plaintiff re-alleges all prior paragraphs and incorporates them by reference.
24. The Note was secured by real estate owned by Defendant Prospect Holdings pursuant to the Mortgage dated August 27, 2012. A true and correct copy of the Mortgage is attached hereto as Exhibit C and is incorporated by reference.
25. The Mortgage was recorded with the Milwaukee County Register of Deeds on September 11, 2012. Exhibit C.
26. The mortgaged premises is a parcel of land which is 20 acres or less; with a business unit and single family apartment thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.
27. The property is commonly known as 6416 W. National Avenue, West Allis, Wisconsin 53214, with a Parcel Identification Number of 454-0204-000, and a legal description of:
- Lot 13, in Block 1, In C.A. Maynard and Agnew's Subdivision No. 3, Being In The Northeast 1/4 Of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.
28. The Defendants have failed to make contractual payments as required, and there is now due and owing to Plaintiff the principal sum of \$57,743.77 together with interest as of April 1, 2015.
29. The Plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.
30. The Plaintiff hereby elects to proceed under Wis. Stat. § 846.101, with a six month period of redemption, waiving its right to a deficiency, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and

profits therefrom to the date of confirmation of the sale by the court.

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

32. Defendant United States of America, has or may claim to have an interest in the subject encumbered property by virtue of the following:

Federal Tax Lien Warrant No. 10390819, filed on September 3, 2014, against RNTSDU Investments LLC aka RNTSDU LLC, Alter Ego of Timothy J. Brophy Jr., P.O. Box 510581, Milwaukee, WI 53203, in the amount of \$688,199.28.

33. The Defendant, Thompson Law Offices SC, has or may claim an interest in the subject encumbered property by virtue of the following:

Circuit Judgment Case No. 12SC007315, docketed on April 18, 2012, against Prospect Holdings 3061 LLC, N92W25487 Blue Heron Dr., Sussex, WI 53089, and in favor of Thompson Law Offices SC, 808 N. 3 St. #406, Milwaukee, WI 53203, in the amount of \$9,557.88. Attorney, Gary W. Thompson.

34. The Defendant, West Allis City, has or may claim an interest in the subject encumbered property by virtue of the following:

Circuit Judgment Case No. 12JT000470, docketed on March 19, 2012, against Prospect Holdings 3061 LLC, 1442 N. Farwell Ave. Ste. 608, c/o Thomas Nitschke, Reg. Agent, Milwaukee, WI 53202, and in favor of West Allis City, 7525 W. Greenfield Ave., West Allis, WI 53214, in the amount of \$6,460. Attorney, Scott E. Post.

35. The Defendant, City of Milwaukee, has or may claim an interest in the subject encumbered property by virtue of the following:

Circuit Judgment Case No. 11TJ001225, docketed on November 21, 2011, against Prospect Holdings 3036 LLC, Corp ID: P05338, 1442 N. Farwell Ave., Apt. 608, Milwaukee, WI 53202, an in favor of City of Milwaukee, 200 E. Wells St., Milwaukee, WI 53202, in the amount of \$5,290.00. Attorney, Grant Frederick Langley.

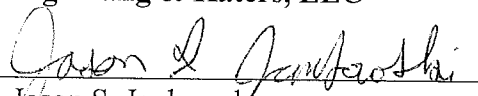
PRAYER FOR RELIEF

WHEREFORE, the Plaintiff demands judgment against the Defendants as follows:

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of Section 846.101 of the Wisconsin Statutes, with Plaintiff waiving its right to a deficiency judgment and requests that sale of the properties be ordered six months from the entry of judgment.
2. Money judgment for all sums that remain due under the Note and Mortgage, together with interest.
3. That the amounts due the Plaintiff from the mortgagor Defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.
4. That the Defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.
5. That the premises be sold for payment of the amount due to the Plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.
6. That the Defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises.
7. That the Plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 24th day of April, 2015

Respectfully Submitted,
Judge Lang & Katers, LLC

By: 
Jason S. Jankowski
Wisconsin State Bar No. 1096008
Attorneys for Plaintiff

MAILING ADDRESS

8112 W. Bluemound Road, Ste. 71

Wauwatosa, WI 53213

P: (414) 777-0778

F: (414) 777-0776

jjankowski@jlk-law.com

PROMISSORY NOTE

\$33,600.00

August , 2012

FOR VALUE RECEIVED, Prospect holdings 3061, LLC ("Borrower") hereby promises to pay to Midwest Commercial Funding, LLC ("Note Holder"), or order, at 1521 Waukesha Road, Caledonia, WI 53108 or at such other place as the holder hereof may designate in writing, the principal sum of **Thirty Three Thousand Six Hundred and No/100 Dollars (\$33,600.00)**, together with interest on such portions thereof as shall remain, from time to time unpaid, at the rate of **20.0%** per annum until this Note is paid in full. Interest shall be computed monthly on the basis of a 360-day year of twelve 30-day months.

The entire balance of principal and any accrued unpaid interest shall be due on March 1, 2013.

Interest only payments shall be due on the First of Each Month beginning October 1st 2012 in the amount of **\$560.00**

Interest shall be calculated at all times on the unpaid balance on the daily rate basis at **1/360ths** of the annual rate. All payments shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal.

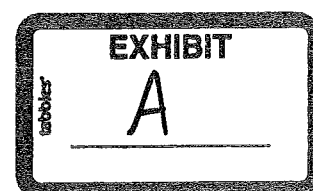
If Borrower does not pay the full amount of payment on the date it is due, Borrower will be in default. If Borrower 's default is not cured within 10 days following the date of mailing of written notice to Borrower, the holder hereof may accelerate the due date of this Note and declare the same immediately due and payable without notice or demand. Default may be cured by paying the overdue amount in full prior to the expiration of the 10 day period.

If Borrower is in default, all sums due under this Note shall bear interest at the rate of **Twenty Five percent (25%)** per annum.

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. The Note Holder may enforce its rights under this Note against each person individually or against all parties together. This means that any Borrower may be required to pay all of the amounts owed under this Note.

Presentment, protest, and notice of dishonor are hereby waived.

Borrower shall pay all costs and expenses of collection, including, without limitation, reasonable attorneys' fees, except to the extent limited or prohibited by applicable law.



The holder of this Note may grant renewals or extensions and accept partial payments without affecting the liability of Borrower.

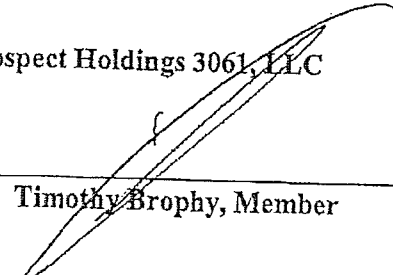
All Notices required under this Note shall be given by personal delivery or by mailing by first class mail to the following addresses:

Borrower: Prospect Holdings 3061, LLC
Attn: Timothy Brophy, Member
15417 W National Ave, Ste 186
New Berlin, WI 53151

Note Holder: Midwest Commercial Funding, LLC
1521 Waukesha Road
Caledonia, WI 53108

This Note is secured by a mortgage bearing even date herewith on the properties located at: 6416 W National Ave, West Allis WI 53214

Prospect Holdings 3061, LLC


By: Timothy Brophy, Member

(SEAL)

153
6916 W NATIONAL AVE
WEST ALLIS, WI

CONTINUING GUARANTY (Unlimited)
(For Consumer or Business Transactions)

Dated 8/27/12

GUARANTY. For value received, and to induce Midwest Commercial Funding, LLC of Caledonia, Wisconsin ("Lender"), to extend credit or to grant or continue other credit accommodations to Prospect Holdings 3061, LLC ("Debtor"), the undersigned jointly and severally guarantee payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or the undersigned or incident to any action or proceeding involving Debtor or the undersigned brought pursuant to the United States Bankruptcy Code. Unless a lien would be prohibited by law or would render a nontaxable account taxable, the undersigned grant to Lender a security interest and lien in any deposit account any of the undersigned may at any time have with Lender. This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and any of the undersigned and by any mortgage stating it secures guaranties of any of the undersigned. This Guaranty is valid and enforceable against the undersigned even though any Obligation is invalid or unenforceable against any Debtor.

WAIVER. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, if applicable, the undersigned expressly waive (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against any Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

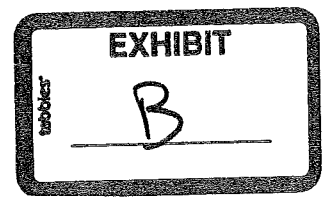
CONSENT. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, with respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to the undersigned and without affecting the liability of the undersigned (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the unpaid Obligations. The undersigned expressly consent to and waive notice of all of the above. To the extent not prohibited by law, the undersigned consent that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any of the undersigned resides or the county in which this Guaranty was executed by the undersigned.

PERSONS BOUND. This Guaranty benefits Lender, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor, whether by merger, consolidation, reorganization or otherwise.

ENTIRE AGREEMENT. This Guaranty is intended by the undersigned and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing.

REPRESENTATIONS. The undersigned acknowledge and agree that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. The undersigned has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

REVOCAION. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by the undersigned or actual notice of the death of the undersigned. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one of the undersigned shall not affect any of the liabilities or obligations of any of the other undersigned and this Guaranty shall continue in full force and effect with respect to them.



INTERPRETATION. The validity, construction and enforcement of this Guaranty are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, invalidity of any provision of this Guaranty shall not affect the validity of any other provision of this Guaranty. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code.

NOTICE TO GUARANTOR

You are being asked to guarantee the past, present and future Obligations of Debtor. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.

Timothy Brophy (SEAL) _____ (SEAL)

Address _____ Address _____

(SEAL)

Address

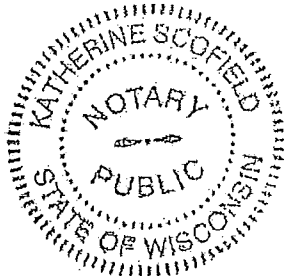
For Wisconsin Married Residents Only: Each guarantor who signs above represents that this obligation is incurred in the interest of his or her marriage or family.

X _____ X _____

ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Milwaukee ss.)

This instrument was acknowledged before me on 8/27/12 by Timothy Brophy
(as _____ of _____).



[Signature]

Notary Public, State of Wisconsin
My Commission (Expires) (is) 3/17/13

#153

DOC.# 10159652

RECORDED
09/11/2012 03:43PM

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

FEE EXEMPT #: 0
0

***This document has been
electronically recorded and
returned to the submitter. **

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Prospect Holdings 3061, LLC

("Mortgagor," whether one or more) mortgages to Midwest Commercial
Funding, LLC

its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$33,600.00 evidenced by a note or notes, or other
obligation ("Obligation") dated August, 2012
executed by Prospect Holdings 3061, LLC

Recording Area

Name and Return Address

Midwest Commercial Funding, LLC
1521 Waukesha Road
Caledonia, WI 53108

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in Milwaukee
County, State of Wisconsin ("Property");

454-0204-000

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

**LOT 13, IN BLOCK 1, IN C.A. MAYNARD AND AGNEW'S
SUBDIVISION NO. 3, BEING IN THE NORTHEAST 1/4 OF SECTION
3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST
ALLIS, MILWAUKEE COUNTY, WISCONSIN.**

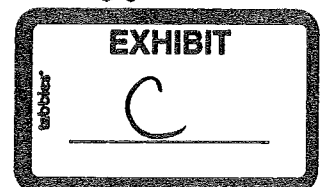
1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and
easements of record, if any, and further excepting: None

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is
intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject
to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or
upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage
occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance,
through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the
Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage
clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee.
Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee



otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Prospect Holdings 3061, LLC;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and

(7) the address of the secured party is 1521 Waukesha Road, Caledonia, WI 53108

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated: August 27, 2012

Prospect Holdings 3061, LLC

_____(SEAL)_____(SEAL)
* By: Timothy Brophy, Member
_____(SEAL)_____(SEAL)
* _____

AUTHENTICATION

ACKNOWLEDGMENT

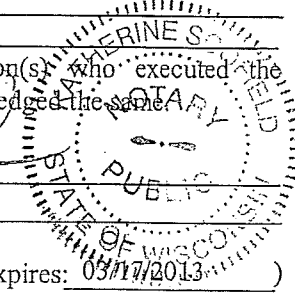
Signature(s) _____

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

STATE OF WISCONSIN)
) ss.
MLWAUKEE COUNTY)
Personally came before me on August 27, 2012,
the above-named Timothy Brophy

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.
[Signature]
*Katherine Scofield
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 03/17/2013)



THIS INSTRUMENT DRAFTED BY:
Summit LDS by Katherine Scofield under the
direction of Timothy Brophy 4473KS

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

NOTICE

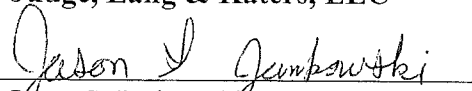
Required by the Fair Debt Collection Practices Act (the Act 15 U.S.C. Section 1692 as Amended)

1. **Judge, Lang & Katers, LLC** are the attorneys for MIDWEST COMMERCIAL FUNDING, LLC and are attempting to collect a debt for the creditor. Any information debtor provides to **Judge, Lang & Katers, LLC** will be used for that purpose.
2. The amount of the debt is stated in paragraph twenty-eight (28) of the complaint.
3. The plaintiff, MIDWEST COMMERCIAL FUNDING, LLC, is the creditor to whom the debt is owed.
4. The debt is a Real Estate Mortgage an Promissory Note.
5. Federal law gives you thirty (30) days after you receive notice to dispute the validity of the debt or any part of it. If you do not dispute it within that period, **Judge, Lang & Katers, LLC** will assume that it is valid. If you do dispute it – by notifying us in writing to that effect – we will, as required by the law, obtain and mail to you proof of the debt.
6. If the creditor, MIDWEST COMMERCIAL FUNDING, LLC, is not the original creditor, and if the debtor makes a request – by notifying us in writing to that effect – to **Judge, Lang & Katers, LLC** within thirty (30) days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by **Judge, Lang & Katers,**
7. The law does not require us to wait until the end of the thirty (30) 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 (30) day period that begins with the receipt of this notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
8. Written requests should be addressed to **Judge, Lang & Katers, LLC**, 8112 W Bluemound Road, Ste. 71, Wauwatosa, WI 53213.

Sincerely,

Judge, Lang & Katers, LLC

By:



Jason S. Jankowski
Wisconsin State Bar No. 1096008
8112 W. Bluemound Road, Ste. 71
Wauwatosa, WI 53213
P: (414) 777-0778
F: (414) 777-0776
jjankowski@jlk-law.com

15CV003421

LIS PENDENS

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

MIDWEST COMMERCIAL FUNDING,
LLC.

Case No.

Case Code 30404, 30301
Foreclosure of Mortgage
Money Judgment
Amount Exceeds \$10,000

Plaintiff

Judge, Lang & Katers, LLC
8112 W Bluemound Rd Ste 71
Wauwatosa, WI 53213-3356

vs.

PROSPECT HOLDINGS 3061, LLC;
TIM BROPHY, as guarantor;
UNITED STATES OF AMERICA;
THOMPSON LAW OFFICES S.C.;
WEST ALLIS CITY; and,
CITY OF MILWAUKEE,

Defendants.

454-0204-000
Parcel ID Number

1. NOTICE IS HEREBY GIVEN that an action affecting the title to this real estate is now pending in the Circuit Court for Milwaukee County, Wisconsin.

2. The parties are MIDWEST COMMERCIAL FUNDING, LLC, plaintiff, and PROSPECT HOLDINGS 3061, LLC; and TIM BROPHY, as guarantor; UNITED STATES OF AMERICA; THOMPSON LAW OFFICES S.C.; WEST ALLIS CITY; and, CITY OF MILWAUKEE defendants.

3. The object of the action is the foreclosure a mortgage recorded in the office of the Register of Deeds for this County on September 11, 2012 as Document No.10159652. Said mortgage affects the following described real property in this county:

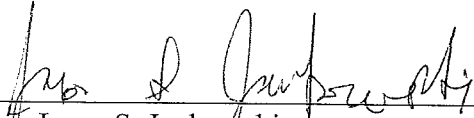
Lot 13, in Block 1, In C.A. Maynard and Agnew's Subdivision No. 3, Being In The Northeast 1/4 Of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

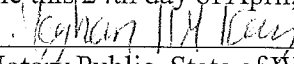

More commonly known as 6416 W. National Avenue, West Allis, Wisconsin 53214.

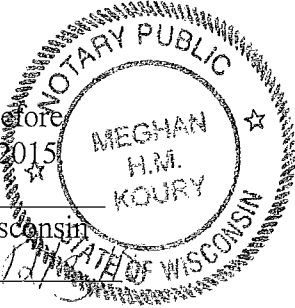
4. All persons dealing in connection with this real estate after the filing of this notice will take subject to the rights of the parties, as to be determined in the foreclosure action.

Dated this 24th day of April, 2015

Respectfully Submitted,
Judge Lang & Katers, LLC

By: 
Jason S. Jankowski
Wisconsin State Bar No. 1096008
Attorneys for Plaintiff

Subscribed and sworn to before
me this 24th day of April, 2015

Notary Public, State of Wisconsin
My commission expires 



Judge Lang & Katers, LLC, 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.