

Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd.
5th Floor
Coral Gables, FL 33146

16CV001287

Plaintiff

SUMMONS
Case No:

RECEIVED
FEB 24 2016
CITY OF WEST ALLIS
CITY CLERK

vs

Case Code: 30404

David J. Howard
1024 South 97th Street
Milwaukee, WI 53214

Unknown Spouse of David J. Howard
1024 South 97th Street
Milwaukee, WI 53214

Pyramax Bank FSB
7001 West Edgerton Avenue
Greenfield, WI 53228

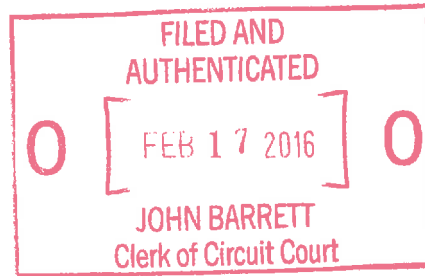
First Rate Financial
9228 West Capitol Drive
Milwaukee, WI 53222

Midland Funding LLC
8875 Aero Drive
Suite 200
San Diego, CA 92123

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

State of Wisconsin, Department of Revenue
c/o Office of the General Counsel
P.O. Box 8907
Madison, WI 53708

Defendants



HON. DENNIS MORONEY, BR. 20
CIVIL N

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

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

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

and to the plaintiff's attorney whose address is:

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

You may have an attorney help or represent you.

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

Dated this 16 day of February, 2016



Atty. Tyler D. Rasmussen
J Peterman Legal Group Ltd.
State Bar No. 1087292
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
Tyler@jplegalgroup.com

Process Server: *G. Schumacher*
Time: *11:30 AM* Date: *2-24-16*
Address of Serve:

Person Served:

Person
Posted

Substitute
Corporate

Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd.
5th Floor
Coral Gables, FL 33146

16CV001287

Plaintiff

COMPLAINT
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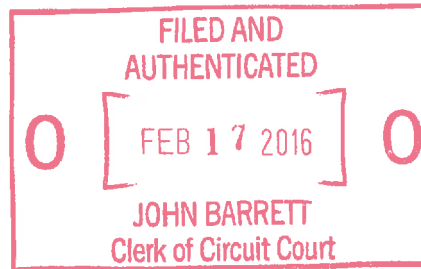
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Defendants



THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, J Peterman Legal Group Ltd., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Bayview Loan Servicing, LLC is the plaintiff in this action and is a foreign limited liability company with offices located at 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146. Bayview Loan Servicing, LLC is the current mortgagee of record.
2. That David J. Howard is an adult who, upon information and belief, resides at 1024 South 97th Street, Milwaukee, WI 53214 and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of David J. Howard, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Pyramax Bank FSB is a party to this action by virtue of a Junior Mortgage between David J. Howard, mortgagor, and Pyramax Bank FSB, mortgagee, dated March 7, 2008 and recorded April 22, 2008 as document number 9589993 in the amount of \$64,000.00.
5. That First Rate Financial is a party to this action by virtue of a judgment entered against David Howard, Jr., in case number 10SC34795 docketed December 22, 2010 in the amount of \$2,119.61.
6. That Midland Funding LLC is a party to this action by virtue of a judgment entered against David Howard in case number 11SC2587 docketed March 1, 2011 in the amount of \$4,122.80.
7. That Midland Funding LLC is a party to this action by virtue of a judgment entered against David Howard in case number 11SC2591 docketed March 1, 2011 in the amount of \$1,728.77.
8. That City of West Allis is a party to this action by virtue of a judgment entered against David Howard in case number 10CV18918 docketed March 31, 2011 in the amount of \$839.00.
9. That State of Wisconsin, Department of Revenue is a party to this action by virtue of a State Tax lien entered against David Howard as case number 09TW4440 filed June 11, 2009 in the amount of \$2,694.25.
10. That State of Wisconsin, Department of Revenue is a party to this action by virtue of a State Tax lien entered against David Howard as case number 09TW4441 filed June 11, 2009 in the amount of \$2,944.37.
11. That State of Wisconsin, Department of Revenue is a party to this action by virtue of a State Tax lien entered against David Howard as case number 09TW4442 filed June 11, 2009 in the amount of \$2,178.56.
12. That State of Wisconsin, Department of Revenue is a party to this action by virtue of a State Tax lien entered against David Howard as case number 10TW1982 filed March 29, 2010 in the amount of \$15,524.85.
13. That State of Wisconsin, Department of Revenue is a party to this action by virtue of a State Tax lien entered against David Howard as case number 12TW4390 filed November 8, 2012 in the amount of \$44,084.10.
14. On or about November 24, 1997 for value received, mortgagor executed and delivered to the original lender, Firststar Home Mortgage Corporation, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$58,000.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
15. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Firststar Home Mortgage Corporation which mortgage was recorded December 23, 1997 as document number 7465551. A copy of said mortgage is attached to this complaint as Exhibit "B".
16. That mortgage was subsequently assigned to Bayview Loan Servicing, LLC, by an assignment recorded on August 11, 2015 as document number 10488873. A copy of said assignment is attached to this complaint as Exhibit "C".

17. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagor owes for the October, 2012 and subsequent payments and owes a principal balance of \$43,738.53 accruing interest at the current rate of 7.62500 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
18. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
19. The property consists of a Single Family Property known as 1024 South 97th Street, West Allis, WI 53214. The property does constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

The South 59.75 feet of Lot 9, Block 5, in Assessment Subdivision No. 69, in the Southeast 1/4 of Section 32, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, except the West 25 feet thereof.

ALSO DESCRIBED AS:

The South 59.75 feet of Lot 9, Block 5, in Assessment Subdivision No. 69, a Subdivision according to the recorded Plat thereof, City of West Allis, Milwaukee County, Wisconsin, except the West 25 feet thereof.

20. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
21. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption;

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

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

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

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

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

Dated this 16 day of February, 2016



Atty. Tyler D. Rasmussen
J Peterman Legal Group Ltd.
State Bar No. **1087292**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
Tyler@jplegalgroup.com

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

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

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

NOTE

NOVEMBER 24, 1997
[Date]

MILWAUKEE

[City]

WISCONSIN
[State]

1024 SOUTH 97TH STREET, WEST ALLIS, WISCONSIN 53214
[Property Address]

1. BORROWER'S PROMISE TO PAY.

In return for a loan that I have received, I promise to pay U.S. \$ 58,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
FIRSTSTAR HOME MORTGAGE CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on JANUARY 1,

1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on

DECEMBER 1, 2027, I still owe amounts under this Note, I will pay those amounts in full

on that date, which is called the "Maturity Date."

I will make my monthly payments at 809 SOUTH 60TH STREET, SUITE 210, WEST ALLIS, WI 53214

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 410.53

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.



8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

Dave J Howard
DAVE J HOWARD

(Seal)
-Borrower

WITHOUT RECOURSE.

(Seal)
-Borrower

FIRST AMERICAN MORTGAGE CORPORATION
BY *Christina M Schmitt*
CHRISTINA M SCHMITT
VICE PRESIDENT

SSN:

(Seal)
-Borrower

SSN:

(Seal)
-Borrower

SSN:

(Sign Original Only)

PAY TO THE ORDER OF

WITHOUT RECOURSE

Bank of America, N.A.

BY *Christina M Schmitt*
CHRISTINA M. SCHMITT
ASSISTANT VICE PRESIDENT

MORTGAGE REEL 4208 IMAGE 764

DOCUMENT NUMBER:

7465551

NAME & RETURN ADDRESS:

RECORD & RETURN TO:
FIRSTAR HOME MORTGAGE CORPORATION
1550 EAST 79TH STREET
BLOOMINGTON, MN 55425

PARCEL IDENTIFIER NUMBER:

443-0428-000-7

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT - 11 00 AM

DEC 23 1997
REEL 4208 IMAGE 764 769
Walter R. General REGISTER Invel,
OF DEEDS

[Space Above This Line For Recording Data]

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 24, 1997

The mortgagor is

DAVID J HOWARD (UNMARRIED)

("Borrower"). This Security Instrument is given to

RECORD 20.00

FIRSTAR HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose
address is 809 SOUTH 60TH STREET, SUITE 210, WEST ALLIS, WI 53214

("Lender"). Borrower owes Lender the principal sum of

FIFTY EIGHT THOUSAND AND NO/100

Dollars (U.S. \$ 58,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2027. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described
property located in MILWAUKEE County, Wisconsin:

THE SOUTH 59.75 FEET OF LOT NINE (9) IN BLOCK FIVE (5) IN
ASSESSMENT SUBDIVISION NO. 69 IN THE SOUTHEAST ONE-QUARTER (1/4)
OF SECTION THIRTY-TWO (32), IN TOWNSHIP SEVEN (7) NORTH, RANGE
TWENTY-ONE (21) EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE
COUNTY, STATE OF WISCONSIN, EXCEPT THE WEST 25 FEET THEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1024 SOUTH 97TH STREET, WEST ALLIS [Street, City],
Wisconsin 53214 [Zip Code] ("Property Address");

WISCONSIN - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3050 9/90
-6R(WI) (9808) Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 6 Initials: [Signature]



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed 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 principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which 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 of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

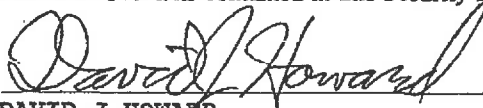
25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:


 _____ (Seal)
 DAVID J HOWARD -Borrower

 _____ (Seal)
 _____ -Borrower

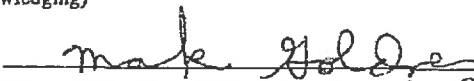
 _____ (Seal)
 _____ -Borrower

STATE OF WISCONSIN, MILWAUKEE
The foregoing instrument was acknowledged before me this

County ss:
NOVEMBER 24, 1997
(date)

by DAVID J. HOWARD
(person acknowledging)

My Commission Expires is permanent
(Seal)


Notary Public, State of Wisconsin Mark Godwin

This instrument was prepared by

SHARON MCCARTAN
FIRSTSTAR HOME MORTGAGE CORPORATION, 809 SOUTH 60TH STREET
WEST ALLIS, WISCONSIN 53214.

RECORDED
08/11/2015 02:16PM

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

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

ASSIGNMENT OF MORTGAGE

Recording Requested By:
Bank of America
Prepared By: **Lisa Campbell Moore**
813-615-3557
When recorded mail to:
CoreLogic
Mail Stop: **ASGN**
1 CoreLogic Drive
Westlake, TX 76262-9823

Tax ID: 443-0248-000
Property Address:
1024 South 97th Street
WEST ALLIS, WI 53214-2621

W10-AM 33640024 E 8/7/2015 FM0715C

This space for Recorder's use

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **4909 SAVARESE CIRCLE, TAMPA, FL 33634** does hereby grant, sell, assign, transfer and convey unto **BAYVIEW LOAN SERVICING, LLC** whose address is **4425 PONCE DE LEON BLVD, 5TH FLOOR, CORAL GABLES, FL 33146** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.


Beneficiary: **FIRSTAR HOME MORTGAGE CORPORATION**
Mortgagor(s): **DAVID J HOWARD, UNMARRIED**
Date of Mortgage: **11/24/1997**
Original Loan Amount: **\$58,000.00**

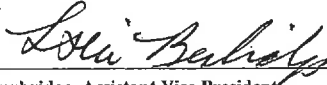
Recorded in Milwaukee County, WI on: 12/23/1997, book 4208, page 764 and instrument number 7465551

Property Legal Description:
THE SOUTH 59.75 FEET OF LOT NINE (9) IN BLOCK FIVE (5) IN ASSESSMENT SUBDIVISION NO. 69 IN THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION THIRTY-TWO (32), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, STATE OF WISCONSIN, EXCEPT THE WEST 25 FEET THEREOF. THIS IS A PURCHASE MONEY MORTGAGE.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on AUG 07 2015

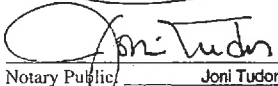
BANK OF AMERICA, FSB, A FEDERAL SAVINGS BANK



Witness: **Lori Davis-Cross**

By: 
Lori Burbridge, Assistant Vice President

State of **FL**, County of **Hillsborough**

The foregoing instrument was acknowledged before me this AUG 07 2015, by **Lori Burbridge, Assistant Vice President of BANK OF AMERICA, FSB, A FEDERAL SAVINGS BANK**, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.


Notary Public: **Joni Tudor**
My Commission Expires: 2/26/2019

 **JONI TUDOR**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF203957
Expires 2/26/2019



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 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://County.Milwaukee.gov/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 documents specialist or housing counselor to you via mail or email. Your second step is to contact your documents specialist or housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The documents specialist / housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$200 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 \$150 of your mediation fee. The remaining \$50 is non-refundable and used to offset program administrative costs.

How can the Housing Counselor help?

In order to increase the chance of success at mediation, you are matched with a documents specialist / housing counselor in your area. The documents specialist or housing counselor will assist you in compiling all the documents your Lender will need in order to proceed with mediation. **It is crucial that you provide them all the items they request.** 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.

What does mediation cost?

There is no cost to request mediation or to work with a documents specialist or housing counselor. You and your lender must each pay the non-refundable mediation fee before the case can be scheduled for mediation. Your portion of the fee is \$200. 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 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 participate by phone.

Where can I find additional foreclosure resources?

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

Rev. 2/2016



Milwaukee County 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 Borrowers(s) (who signed the loan):

Full Property Address: Street: City: Zip:

Mailing Address (if different): Street: City: Zip:

Number of units you own at property location:

E-mail address:

We prefer to use e-mail as our main way to contact you. Is that acceptable? Yes No

Home Phone: Work Phone:

Cell Phone: Alternate Phone:

Best phone to reach you during the day? Home Work Cell 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? Yes No

Do you own the property? Yes No

Did you sign the Mortgage Note? Yes No

Have you started a bankruptcy that is still ongoing? Yes No

Does an attorney represent you for your foreclosure? Yes No

If yes, attorney's name: Attorney's e-mail address:

Continued on page 2

Have you met with a housing counselor? Yes No If yes, with whom have you met?

If English is not your primary language, will you bring an interpreter to the mediation? Yes No

Have you received a prior loan modification for this property? Yes No

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

Colored forms attached to the 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 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."

<p>Step 1:</p> <p>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.:</p> <p>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</p> <p>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.</p>	<p>Step 2:</p> <p>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.</p>	<p>Step 3:</p> <p>Pay to the Metro Milwaukee Foreclosure Mediation Program the Mediation Request fee of \$200 (for Milwaukee County residents) by check or money order, or to make a credit or debit card payment, call: (414) 939-8800.</p> <p>Please contact us directly to discuss installment payments if you are unable to pay the \$200 as a lump sum.</p>
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Submit by Email



Print Form