

Tri City National Bank vs. Frank Marinello et al

Electronic Filing  
Notice

Case No. 2017CV011769

Class Code: Foreclosure of Mortgage

FILED

10-09-2017

John Barrett

Clerk of Circuit Court

2017CV011769

Honorable William

Sosnay-08

Branch 08

CITY OF WEST ALLIS  
7525 W. GREEFIELD AVENUE  
WEST ALLIS WI 5322710.13  
1225 pm  
AD

Case number 2017CV011769 was electronically filed with/converted by the Milwaukee County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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**Pro Se opt-in code: e26a78**

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

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

**BY THE COURT:**

Electronically signed by John Barrett

Clerk of Circuit Court

10-09-2017

Date

RECEIVED

OCT 13 2017

CITY OF WEST ALLIS  
CITY CLERK

FILED  
10-09-2017  
John Barrett  
Clerk of Circuit Court  
2017CV011769

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TRI CITY NATIONAL BANK  
6400 South 27<sup>th</sup> Street  
Oak Creek, WI 53154

Honorable William  
Sosnay-08  
Branch 08

Case No.

Plaintiff,

vs.

SUMMONS

FRANK MARINELLO  
W1480 S. Shore Drive  
Palmyra, WI 53156

JOHN DOE TENANT  
2248 S. 108<sup>th</sup> Street  
West Allis, WI 53227

RECEIVED

OCT 13 2017

CITY OF WEST ALLIS  
CITY CLERK

UNITED STATES OF AMERICA  
c/o U.S. Attorney General  
511 Main Justice Building  
10<sup>th</sup> Street & Constitution Avenue  
Washington, DC 20530,

And

c/o U.S. District Attorney for the  
Eastern District of Wisconsin  
517 E. Wisconsin Avenue  
Milwaukee, WI 53202

CITY OF WEST ALLIS  
7525 W. Greenfield Avenue  
West Allis, WI 53227

MARY S. MAIROANO  
4350 S. Rose Court  
New Berlin, WI 53151

Foreclosure of Mortgage - 30404

Defendants.

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THE STATE OF WISCONSIN

To each person named above as defendant:

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

action.

Within 20 days of receiving this summons, you must respond with a written answer, with the exception of defendant United States of America which has 60 days, and the State of Wisconsin which has 45 days, 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 Courthouse, 901 N. Ninth Street, Milwaukee, Wisconsin 53233, and to Robert J. Riegelman, Riegelman & Mueckler, S.C., plaintiff's attorneys, whose address is 917 Main Street, Racine, Wisconsin 53403. You may have an attorney help or represent you.

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

Dated at Racine, Wisconsin, this 3<sup>rd</sup> day of October, 2017.

RIEGELMAN & MUECKLER, S.C.  
Attorneys for Plaintiff

By: Electronically Signed  
Robert J. Riegelman  
State Bar No. 1027946

P.O. Box Address:

917 Main Street  
Racine, WI 53403  
(262) 636-9017

FILED  
10-09-2017  
John Barrett  
Clerk of Circuit Court  
MILWAUKEE COUNTY  
Case No. 1769  
Honorable William  
Sosnay-08  
Branch 08

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TRI CITY NATIONAL BANK  
6400 South 27<sup>th</sup> Street  
Oak Creek, WI 53154

Case No.

Plaintiff,

COMPLAINT

vs.

FRANK MARINELLO  
W1480 S. Shore Drive  
Palmyra, WI 53156

JOHN DOE TENANT  
2248 S. 108<sup>th</sup> Street  
West Allis, WI 53227

UNITED STATE OF AMERICA  
c/o U.S. Attorney General  
511 Main Justice Building  
10<sup>th</sup> Street & Constitution Avenue  
Washington, DC 20530,

And  
c/o U.S. District Attorney for the  
Eastern District of Wisconsin  
517 E. Wisconsin Avenue  
Milwaukee, WI 53202

CITY OF WEST ALLIS  
7525 W. Greenfield Avenue  
West Allis, WI 53227

MARY S. MAIROANO  
4350 S. Rose Court  
New Berlin, WI 53151

Defendants.

Foreclosure of Mortgage -  
30404

RECEIVED  
OCT 13 2017  
CITY OF WEST ALLIS  
CITY CLERK

Now comes the plaintiff, Tri City National Bank, by its attorneys, Riegelman & Mueckler, S.C., and for its claims for relief against the defendants, alleges as follows:

FIRST: Plaintiff, Tri City National Bank, is a national banking association, with its principal office located at 6400 South 27<sup>th</sup> Street, Oak Creek, Wisconsin, and is engaged in the business of providing banking services.

SECOND: Defendant, Frank Marinello, upon information and belief, is an adult resident of the State of Wisconsin residing at W1480 S. Shore Drive, Palmyra, Wisconsin.

THIRD: Defendant, United States of America, is a sovereign entity and body politic with its capital located in Washington, D.C.

FOURTH: Defendant, City of West Allis, upon information and belief, is a municipal corporation maintaining an office and place of business at 7525 W. Greenfield Avenue, West Allis, Wisconsin.

FIFTH: Defendant, Mary S. Mairoano, upon information and belief, is an adult resident of the State of Wisconsin residing at 4350 S. Rose Court, New Berlin, Wisconsin.

SIXTH: Defendant, John Doe Tenant, upon information and belief, is the fictitious name of any tenants or occupants of 2248 S. 108<sup>th</sup> Street, West Allis, Wisconsin.

SEVENTH: On December 22, 2016, for value received, defendant, Frank Marinello, executed and delivered to the plaintiff his Promissory Note, in writing, dated December 22, 2016, and promised to pay to Tri City National Bank the sum of \$157,509.06, in accordance with the terms and provisions of the said Note, an accurate copy of which is attached hereto as "Exhibit A", and made a part of this Complaint by reference. Said Note renewed, but did not satisfy or discharge, a previous Note.

EIGHTH: The payment of the indebtedness due plaintiff evidenced by

the Note (Exhibit A) was secured by a Real Estate Mortgage dated April 22, 2008 executed by the defendant, Frank Marinello (hereafter called "Mortgage") by which the said defendant granted to Tri City National Bank a Mortgage upon certain real estate located in Milwaukee County, Wisconsin described as follows:

Lots 18, 19 and the South 20 feet of Lot 20, in Block 3, in Lincoln Manor, City of West Allis, County of Milwaukee, State of Wisconsin, according to the recorded map or plat thereof, also that part of said Lincoln Manor bounded and described as follows: Beginning at the Northwest corner of the South 20 feet of Lot 20 of Block 3 of said subdivision; thence Westerly along the North line extended of the South 20 feet of said Lot 20, a distance of 18.07 feet to a point; thence Southerly and parallel to the West lines of Lots 20, 19 and 18 of Block 3 of said subdivision, a distance of 100.0 feet to a point; thence Easterly along the South line extended of said Lot 18, a distance of 18.10 feet to the Southwest corner of said Lot 18, thence northerly along the West line of Lots 18, 19 and 20, a distance of 100 feet to point of beginning.

Address: 2248 S. 108<sup>th</sup> Street  
Tax Parcel No.: 480-0275-001

An accurate copy of said Mortgage is attached hereto, marked "Exhibit B", and made a part of this Complaint by reference.

NINTH: The Mortgage was duly recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 28, 2008 as Document No. 09592662.

TENTH: The Note (Exhibit A) is currently in default due to the failure of the defendant, Frank Marinello, to make the installment payment due on the 22<sup>nd</sup> day of April, 2017 and each subsequent month. Plaintiff declared the entire balance on the Note to be due and payable on June 1, 2017.

ELEVENTH: As of September 7, 2017, there was due and owing to the plaintiff the principal balance of \$154,791.38, accrued and unpaid interest in the amount of \$4,006.02, late charges of \$289.64, other fees in the amount of \$30.00, escrow due in the credit

amount of \$4,898.28, amounting in all to the total sum of \$154,218.76.

TWELFTH: No proceedings have been had at law or otherwise for the recovery of the sum secured by the Note and Mortgage, nor to foreclose upon the subject premises referred to above. Plaintiff is the lawful owner and holder of the Note and Mortgage.

THIRTEENTH: The subject premises is commonly known as 2248 S. 108<sup>th</sup> Street, West Allis, Wisconsin, and consists of a commercial property. The record title to said premises is in the decedent Frank Marinello. The subject premises is not owner occupied and does not constitute the homestead of the said defendant mortgagor.

FOURTEENTH: That the defendant, John Doe Tenant, may claim some interest or lien in and to the subject property arising out of his occupancy/tenancy of the same. The interest or lien of said defendant, John Doe Tenant, is subsequent and subordinate to the plaintiff's mortgage.

FIFTEENTH: That the defendant, United States of America, may claim some interest or lien in and to the subject property arising out of the following:

1. Federal Tax Lien filed against Frank Marinello on April 11, 2017 as Document No. 10664111 in the principal amount of \$38,470.52.
2. Federal Tax Lien filed against Frank Marinello on June 1, 2009 as Document No. 9745692 in the principal amount of \$1,219,183.57.
3. Federal Tax Lien filed against Frank Marinello on June 28, 2010 as Document No. 9891518 in the principal amount of \$89,409.16.

The interest or lien of said defendant, United States of America, is subsequent and subordinate to the plaintiff's mortgage.

SIXTEENTH: That the defendant, City of West Allis, may claim some interest or lien in and to the subject property arising out of the following:

1. Judgment filed against Frank Marinello on August 16, 2012 in Case No. 12-SC-18664 in the amount of \$2,326.04.

2. Judgment filed against Frank Marinello on September 13, 2013 in Case No. 13-SC-19885 in the amount of \$1,408.27.
3. Judgment filed against Frank Marinello on July 23, 2014 in Case No. 14-SC-14287 in the amount of \$1,572.36.
4. Judgment filed against Frank Marinello on September 1, 2016 in Case No. 16-SC-19830 in the amount of \$291.00

The interest or lien of said defendant, City of West Allis, is subsequent and subordinate to the plaintiff's mortgage.

SEVENTEENTH: Defendant, Mary S. Mairoano, may claim some interest or lien in and to the subject property arising out of a Mortgage from Frank Marinello dated February 12, 2016 in the amount of \$45,000.00, said Mortgage being recorded on March 11, 2016 as Document No. 10546445. The interest or lien of said defendant, Mary S. Mairoano, is subsequent and subordinate to the plaintiff's mortgage.

EIGHTEENTH: That the plaintiff, pursuant to the provisions for election by Mortgagee under Section 846.103, Wis. Stats., and pursuant to the provisions for election contained in the Mortgage, does expressly elect to accept said provisions for the sale of the mortgaged premises after the expiration of three (3) months from the date of entry of judgment and does further elect, stipulate and agree to waive judgment for any deficiency which may remain due plaintiff after the sale of the mortgaged premises against the said defendant, Frank Marinello, and that the said defendant may remain in possession of the mortgaged premises and be entitled to the rents, issue and profits therefrom to the date of confirmation of sale by the court unless the said defendant abandon the mortgage premises.

WHEREFORE, the plaintiff respectfully requests judgment as follows:

A. In accordance with the above Claim for Relief, plaintiff respectfully requests judgment as follows against all of the defendants, and against all other persons who may claim an



interest in and to the subject premises subject to the filing of the Lis Pendens, for foreclosure of the premises, and that all of the defendant and all persons whose claims came into existence subsequent to the filing of the Lis Pendens, be barred and foreclosed of all right, claim, lien and equity of redemption in the premises, except the right to redeem the same as provided by law; that the premises be adjudged to be sold unless redeemed within the time and manner provided by law, and that the plaintiff be paid the amount due on the indebtedness evidenced by the Notes together with interest from the time of such payment through the confirmation of sale, together with Court costs, disbursements, and reasonable attorneys fees, as the Court may order, out of the proceeds of the sale so far as the monies arising from the sale will pay the same; that the liens and claims of all defendant be determined and adjudged to be subordinate and subsequent to the interest and claim of the plaintiff to the premises; and, that the defendant and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the premises; and, in the event there is a sale of said premises aforesaid, the defendant, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in the premises so sold.

B. For such other and further relief as may be just and equitable.

Dated at Racine, Wisconsin, this 3<sup>rd</sup> day of October, 2017.

RIEGELMAN & MUECKLER, S.C.  
Attorneys for Plaintiff

By: Electronically Signed  
Robert J. Riegelman  
State Bar No. 1027946

P. O. ADDRESS:  
917 Main Street  
Racine, WI 53403  
(262) 636-9017

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

1. Riegelman & Mueckler, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information any debtor provides to Riegelman & Mueckler, S.C. 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.
4. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by Riegelman & Mueckler, S.C. unless any named debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If any named debtor notifies Riegelman & Mueckler, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, Riegelman & Mueckler, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to said debtor by Riegelman & Mueckler, S.C.
6. If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if any named debtor makes a written request to Riegelman & Mueckler, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to said debtor by Riegelman & Mueckler, S.C.
7. Written requests should be addressed to Riegelman & Mueckler, S.C., Attorneys at Law, 917 Main Street, Racine, WI 53403.

ENTERED

PROMISSORY NOTE

EDIT FILED

11-10-19-2017

References in the above shall be to the original document and not to any copy thereof. Any term herein shall be construed to mean the same as if it had been defined therein.

Borrower: Frank Mischke  
W1450 S SHOPE DR  
PALMIRA, WI 53151-9739

Lender: MICHIGAN STATE BANK  
2221 County Line Road  
Menomonie, WI 54951  
Honorable William Sosangy-08  
209764011789

Principal Amount: \$157,503.08

Date of Note: December 22, 2016  
BRANCH 08

PROMISE TO PAY. Frank Mischke ("Borrower") promises to pay to TCI City National Bank ("Lender"), or its lawful assigns, the principal amount of One Hundred Fifty-seven Thousand five hundred and thirty-three dollars and no cents (\$157,503.08), evidenced by this Note, to be repaid by Borrower to Lender in equal payments of \$1,000.00 per month, commencing on the first day of January, 2017, and until the principal amount of this Note has been paid in full. This schedule of payments shall be subject to the provisions of the INTEREST AFTER DEFAULT section.

INTEREST. Borrower will pay the loan in 24 equal payments of \$1,000.00 each and one lump sum payment of \$157,503.08 on the date of maturity of this Note, which shall be on the first day of January, 2017. The interest rate on this Note shall be the prime rate as published in the Wall Street Journal Eastern Edition, New York, New York, plus 2.00% (two percent) per annum, and will be for all principal and all accrued interest due on the date of maturity. If the prime rate as published in the Wall Street Journal Eastern Edition, New York, New York, shall be less than 4.00% (four percent) per annum, the interest rate on this Note shall be 4.00% (four percent) per annum. If the prime rate as published in the Wall Street Journal Eastern Edition, New York, New York, shall be greater than 10.00% (ten percent) per annum, the interest rate on this Note shall be 10.00% (ten percent) per annum. The interest rate on this Note shall be subject to the provisions of the INTEREST AFTER DEFAULT section.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 15.00% (fifteen percent) per annum. However, in no event will the interest rate exceed the maximum interest rate limitation under applicable law.

Default. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any other agreement, instrument or document executed by or for Borrower in connection with this Note, or if any such agreement, instrument or document is breached, then this Note shall be deemed to be in default.

Assignment. Borrower agrees to assign to Lender, its assigns, or any other person, its entire interest in this Note, together with all rights and remedies thereunder, and to execute all necessary instruments to carry out this assignment. The assignment shall be effective as to third parties upon recording of this Note in the Public Records Office of the State of Wisconsin. Borrower shall execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument, and shall execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument, and shall execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument.

ENTIRE AGREEMENT. This Note and the documents referred to herein constitute the entire agreement between Borrower and Lender. No oral or written agreement, understanding, or course of dealing between Borrower and Lender shall constitute a part of this agreement. This Note shall be deemed to be a complete and exclusive statement of the terms and conditions of the loan. Borrower agrees to execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument, and shall execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument.

TIGS

PROMISSORY NOTE

Page 2

Loan No: 636495-11

(continued)

PRIOR NOTE. This is a renewal of loan #636495-11 dated April 22, 2013, which was executed by a Simple Interest Deferral Agreement dated August 23, 2016 and by Extension Agreements dated August 30, 2016 and November 23, 2016.

GENERAL PROVISIONS. This Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, assigns, and representatives. If Borrower is a minor, the Note shall be binding upon Borrower and his or her legal guardian. Borrower agrees to execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument, and shall execute and deliver to Lender, its assigns, or any other person, all necessary instruments to carry out this assignment, including but not limited to a deed, mortgage, or other instrument.

*Frank Mischke*  
FRANK MISCHKE

BORROWER'S ACKNOWLEDGED RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE

