

Note No. 10

CITY OF WEST ALLIS

File No. 107

Referred to the

COMMON COUNCIL

City Attorney
Committee

September 4, 2001
Date

To the Honorable, the Common Council:

The Committee on _____ to whom was on

_____, referred the Summons & Complaint, submitted by Hersh Law Offices, in the
matter of Countrywide Home Loans, Inc., f/k/a America's Wholesale Lender vs. the City of West
Allis, et al., regarding Foreclosure of Mortgage-30404, Case No. 01CV007230.

beg leave to report same back with _____ and recommended that the

Dated this _____ day of _____, 20 ____.

2001-0132

Served
8-8-01 8:00 AM
R. Kosubski

HON. MICHAEL P. SULLIVAN, BR. 26

CIVIL M

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

COUNTRYWIDE HOME LOANS, INC., f/k/a
AMERICA'S WHOLESALE LENDER
400 Countrywide Way
Simi Valley, CA 93040

Case No. 01CV007230

Plaintiff,

SUMMONS

vs.

(Foreclosure of Mortgage-30404)

MICHAEL A. ROBINS and RHONDA
ROBINS, his wife
1423 S. 96th Street
West Allis, WI 53214

Amount over \$5,000.00
 Amount under \$5,000.00
 No \$ Amount

CITY OF WEST ALLIS DEPARTMENT
OF DEVELOPMENT HOUSING DIVISION
7525 W. Greenfield Avenue
West Allis, WI 53214

WISCONSIN GAS COMPANY
626 E. Wisconsin Avenue
Milwaukee, WI 53202

MEDICAL COLLEGE OF WISCONSIN
8701 Watertown Plank Road
Milwaukee, WI 53213

WISCONSIN ELECTRIC POWER
COMPANY
231 W. Michigan Street
Milwaukee, WI 53203

CHILDRENS HOSPITAL OF WISCONSIN
9000 W. Wisconsin Avenue
Milwaukee, WI 53226

Defendants.

FILED AND AUTHENTICATED
0 AUG - 6 2001 0
JOHN BAHRETT
Clerk of Circuit Court

RECEIVED
AUG 08 2001

CITY OF WEST ALLIS
CLERK/TREASURER

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 45 days of receiving this summons, or within 60 days if the defendant is the United States of America, you must

01CA002530

Received
and
acknowledged

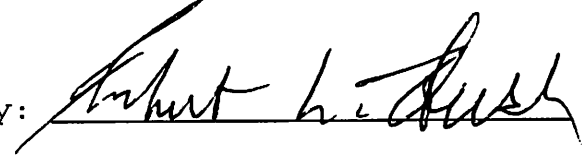
FILED AND
AUTHENTICATED
0 APR - 8 2001 0
JOHN BARNETT
CLERK OF DISTRICT COURT

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 901 North 9th Street, Milwaukee, Wisconsin, 53233, and to Hersh Law Offices, plaintiff's attorneys, whose address is 10555 N. Port Washington Rd., Mequon, Wisconsin, 53092. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the 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.

Dated this 3rd day of August, 2001.

HERSH LAW OFFICES
Attorneys for Plaintiff

By: 

Hersh Law Offices
10555 N. Port Washington Road
Mequon, WI 53092
(262) 241-9339
State Bar No. 1007770 - Hersh
State Bar No. 1001236 - Hermann

COUNTRYWIDE HOME LOANS, INC., f/k/a
AMERICA'S WHOLESALE LENDER,

01CV007230

Plaintiff,

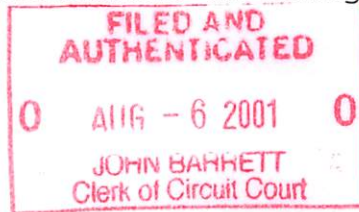
Case No. _____

vs.

COMPLAINT

(Foreclosure of Mortgage-30404)

MICHAEL A. ROBINS; RHONDA ROBINS,
his wife; CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT HOUSING
DIVISION; MEDICAL COLLEGE OF
WISCONSIN; CHILDRENS HOSPITAL OF
WISCONSIN; WISCONSIN GAS COMPANY;
and WISCONSIN ELECTRIC POWER COMPANY,



Defendants.

NOW COMES the plaintiff above named, by Hersh Law
Offices, and complaining against the above named defendants for a
cause of action alleges:

1. That the plaintiff has its principal place of
business located at 400 Countrywide Way, Simi Valley, California.

2. That the identity of the defendants is as follows:

(a). Michael A. Robins and Rhonda Robins, his wife,
hereinafter referred to as "Mortgagor", reside at 1423 S. 96th
Street, West Allis, Wisconsin, and whose occupations are unknown to
plaintiff.

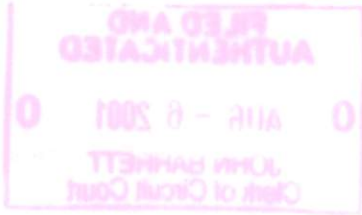
(b). City of West Allis Department of Development
Housing Division has its principal place of business located at
7525 W. Greenfield Avenue, West Allis, Wisconsin.

RECEIVED

AUG 08 2001

CITY OF WEST ALLIS
CLERK/TREASURER

010A002520



(c). Medical College of Wisconsin has its principal place of business located at 8701 Watertown Plank Road, Milwaukee, Wisconsin.

(d). Childrens Hospital of Wisconsin has its principal place of business located at 9000 W. Wisconsin Avenue, Milwaukee, Wisconsin.

(e). Wisconsin Gas Company has its principal place of business located at 626 E. Wisconsin Avenue, Milwaukee, Wisconsin.

(f). Wisconsin Electric Power Company has its principal place of business located at 231 W. Michigan Street, Milwaukee, Wisconsin.

3. That heretofore and on or about October 26, 1998, Mortgagor executed and delivered a certain adjustable rate Note in writing dated on that day, wherein the said Mortgagor promised and agreed to pay to Countrywide Home Loans, Inc., f/k/a America's Wholesale Lender the sum of \$92,650.00, together with interest at the initial rate of 11.75% per annum, payable in original monthly installments of \$935.22 per month on or before the first day of each and every month commencing December 1, 1998.

4. That a true and correct copy of said Note is attached hereto, marked Exhibit "A", and the terms, provisions and conditions contained in said note are incorporated herein by reference.

5. That in order to secure the payment of the principal and interest described in said Note, Mortgagor at the same time executed and delivered a Mortgage conditioned for the performance of all of the terms and conditions of said promissory note, wherein and whereby the said Mortgagor, being then the owner thereof, mortgaged the following described real estate, to-wit:

Lot 3, together with the South 1/2 of the vacated alley adjoining the subject premises on the North in Block 1, Greenfield Orchard Subdivision, being a subdivision of a part of the Northeast 1/4 of Section 5, Town 6 North, Range 21 East, City of West Allis, County of Milwaukee, State of Wisconsin. Tax Key No. 450-0105-000.

together with the privileges, hereditaments, appurtenances and improvements then or thereafter belonging to or erected therein, and all of the rents, profits and income which shall arise or be had therefrom; that said Mortgage was duly acknowledged and recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin, on December 9, 1998, in Reel 4453, Image 2819, as Document No. 7648555, and that a true and correct copy of said Mortgage is attached hereto, marked Exhibit "B" and the covenants and conditions contained therein are incorporated herein by reference.

6. That Mortgagor has defaulted in the performance of the terms and conditions of said Note and Mortgage in the following respects: By failing to pay in full the monthly payments including payments for real estate taxes required to be paid into escrow commencing April 1, 2001 and each and every month thereafter.

7. That by reason of such defaults, the plaintiff did on May 30, 2001 declare the indebtedness evidenced by said Note and secured by said Mortgage and the whole thereof due and payable and so notified the mortgagor to that effect in writing.

8. That although due demand for the payment of all of said indebtedness has been made upon the Mortgagor by plaintiff prior to the commencement of this action, Mortgagor has failed, refused and neglected to pay the same.

9. That there is now due and owing the plaintiff from the Mortgagor as of August 1, 2001 the sum of \$92,167.17 principal, plus interest at the current rate of 11.75% per annum in the sum of \$4,539.51, plus advances for real estate taxes, insurance, and other necessary expenses, in the amount of \$6,500.61, in all the sum of \$103,207.29.

10. That plaintiff is still the owner and holder of Note and Mortgage; that no part of the sum secured and represented thereby has been paid or collected except as herein set forth.

11. That said premises consist of a single family dwelling located at 1423 S. 96th Street, West Allis, Wisconsin, which is occupied by the Mortgagors as their homestead, and is so situated that the same cannot be divided for sale into parcels without injury to the parties, and that in case of sale of said premises, it is necessary that said premises be sold as a whole.

12. That the interest of the defendants in and to the real property described herein other than the Mortgagor in this action are as follows:

(a). The interest of the defendant, City of West Allis Department of Development Housing Division, arises by reason of Affidavit of Interest Claimed in Real Estate and recorded in the Office of the Register of Deeds for Milwaukee County on May 8, 1998, as Document No. 7528724. Said Affidavit of Interest Claimed in Real Estate was Subordinated by agreement and recorded in the Office of the Register of Deeds for Milwaukee County on December 9, 1998, as Document No. 7648556.

(b). The interest of the defendant, Medical College of Wisconsin, arises by reason of a judgment docketed in Circuit Court for Milwaukee County on December 7, 1998, against Michael A. Robins and Rhonda Robins, Case No. 98SC019254, in the amount of \$428.10.

(c). The interest of the defendant, Childrens Hospital of Wisconsin, arises by reason of a judgment docketed in Circuit Court for Milwaukee County on December 7, 1998, against Michael A. Robins and Rhonda Robins, Case No. 98SC026283, in the amount of \$852.36.

(d). The interest of the defendant, Wisconsin Gas Company, arises by reason of a judgment docketed in Circuit Court for Milwaukee County on February 7, 2000, against Michael A. Robins and Rhonda Robins, Case No. 00SC001420, in the amount of \$1,472.56.

(e). The interest of the defendant, Wisconsin Electric Power Company, arises by reason of a judgment docketed in Circuit Court for Milwaukee County on October 29, 1998, against Rhonda K. Robins, 1204 S. 58th Street, West Allis, Wisconsin, Case No. 98SC010992, in the amount of \$980.76.

That the aforesaid interests and liens of the above defendant are subordinate and inferior to the plaintiff's interest and lien in the real estate described herein.

13. That pursuant to the terms and conditions of said Mortgage and the statutes of the State of Wisconsin applicable thereto, the plaintiff hereby elects to waive judgment for any deficiency which may remain due it after sale of the mortgaged premises under the judgment hereinafter prayed for, against every party who is personally liable for the debt secured by said Mortgage and consents that the Mortgagor or their successors in interest, unless they abandon said property, may remain in possession of said mortgaged property and be entitled to all rents, issues and profits therefrom to the date of confirmation of sale hereunder by the court.

WHEREFORE, plaintiff demands judgment of foreclosure and sale of the aforesaid mortgaged premises pursuant to the provisions of Section 846.101 of the Wisconsin Statutes; that the amounts due the plaintiff for principal, interest, costs and disbursements and other lawful expenditures for the protection of the property and

for attorneys fees be determined and adjudged; that the said defendants and all persons claiming under them or either of them subsequent to the commencement of this action and the filing of the Lis Pendens be barred and foreclosed of all right, claim, lien and equity of redemption in said premises, except the right to redeem the same before sale as provided by law; that the said premises be adjudged and ordered to be sold at any time after six months from the entry of judgment herein unless prior thereto said premises are redeemed in the manner provided by law; that out of the proceeds of such sale, so far as the moneys arising therefrom and applicable thereto, there shall be paid to the plaintiff the costs of such sale, the costs and disbursements of this action, the attorneys fees adjudged to be payable on the foreclosure of said Note and Mortgage, and the amount adjudged due for principal and interest thereon, and any moneys advanced by plaintiff for the protection of the property, together with interest on the whole of said judgment to the date of payment; that in the event any surplus remains after the payment aforesaid such surplus shall be subject to further order of the court; that all of the defendants, their agents and servants, or any person occupying the premises, or any part thereof be enjoined and restrained from committing waste during the

ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 26, 1998

WAUWATOSA

, Wisconsin

[Date]

[City]

1423 S 96TH ST, WEST ALLIS, WI 53214-

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 92,650.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

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 11.750 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

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 December 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 November 1, 2028, 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 4500 PARK GRANADA, CALABASAS, CA 91302-1613 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 935.22. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November 1, 2000, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX & ONE-HALF percentage point(s) (6.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

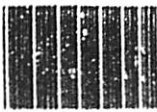
The interest rate I am required to pay at the first Change Date will not be greater than 13.250 % or less than 11.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE & ONE-HALF percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 18.750 % or less than 11.750 %.

WISCONSIN ADJUSTABLE RATE NOTE - LIBOR INDEX - Single Family
CONV
BC - ARM Note
2D1541WI (02/98)

EXHIBIT

A

Initials: *[Handwritten initials]*



I CERTIFY THIS TO BE
A TRUE AND CORRECT
COPY OF THE ORIGINAL



pendency of this action; that no personal judgment is prayed for against any defendant; that the plaintiff have such other and further relief, judgment and order as may be just and equitable.

HERSH LAW OFFICES
Attorneys for Plaintiff

By: 

Hersh Law Offices
10555 N. Port Washington Road
Mequon, WI 53092
(262) 241-9339
State Bar No. 1007770 - Hersh
State Bar No. 1001236 - Hermann

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

I may prepay this Note in full at any time without penalty.

If the original principal amount of this loan exceeds \$25,000, and if I prepay this loan in full at any time during the first 36 months after the date I execute this Note, I will pay a prepayment penalty in the amount of 60 days' advance interest, at the rate in effect on the date of my prepayment, on the amount by which the prepayment exceeds twenty percent (20%) of the original principal amount of the loan.

6. 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges 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.

8. 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.

9. 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.

10. 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.

11. 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 that 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:

EXHIBIT

A

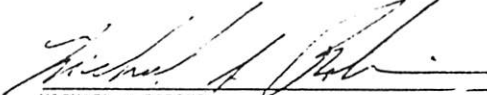
[Handwritten signature]

LOAN #: 9448657


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 the option to require immediate payment in full, 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.


MICHAEL A ROBINS

(Seal)
-Borrower


RHONDA K ROBINS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

MORTGAGE

DOCUMENT NUMBER:

WHEN RECORDED MAIL TO:

MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

PARCEL IDENTIFIER NUMBER:

LOAN #: 9448657

ESCROW/CLOSING #: 81756-M

SPACE ABOVE FOR RECORDERS USE

THIS MORTGAGE ("Security Instrument") is given on October 26, 1998. The mortgagor is MICHAEL A ROBINS, AND RHONDA K ROBINS, A/K/A RHONDA ROBINS, Husband and Wife

("Borrower"). This Security Instrument is given to AMERICA'S WHOLESALE LENDER

which is organized and existing under the laws of NEW YORK
4500 PARK GRANADA, CALABASAS, CA 91302-1613

, and whose address is

("Lender"). Borrower owes Lender the principal sum of
NINETY TWO THOUSAND SIX HUNDRED FIFTY and 00/100
Dollars (U.S. \$ 92,650.00).

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 November 1, 2028. 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:

LOT 3, IN BLOCK 1, IN GREENFIELD ORCHARD SUBDIVISION, A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING ON THE NORTH.

TAX KEY NO. 450-0105
THIS IS A HOMESTEAD PROPERTY
THIS IS NOT A PURCHASE MONEY MORTGAGE

which has the address of 1423 S 96TH ST WEST ALLIS

[Street, City]

Wisconsin 53214- ("Property Address");
[Zip Code]

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."

WISCONSIN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

WMP -6H(WI) (9601).01

CHL (09/96)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

Form 3050 9/90

Initials *MRB*

EXHIBIT



I CERTIFY THIS TO BE
A TRUE AND CORRECT
COPY OF THE ORIGINAL
10/26/98



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.

EXHIBIT

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Initials: *[Signature]*

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.

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Form 3050 9/90

Initials: *[Signature]*

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 Reinstater. 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.

EXHIBIT
B

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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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(s)
- Graduated Payment Rider
- Balloon Rider
- V.A. 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:

Michael A. Robins (Seal)
MICHAEL A ROBINS -Borrower

Rhonda K. Robins (Seal)
RHONDA K ROBINS -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF WISCONSIN, Milwaukee County ss:
The foregoing instrument was acknowledged before me this 26th day of October, 1998 (date)
by MICHAEL A. ROBINS AND RHONDA K. ROBINS, A/K/A RHONDA ROBINS, husband and wife (person acknowledging)

My Commission Expires is permanent
Notary Public State of Wisconsin Patrick R. Oszewski

This instrument was prepared by M. MULHANEY
(Seal)

EXHIBIT
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CITY OF WEST ALLIS

WISCONSIN



City Clerk/Treasurer

August 8, 2001

Attorney Robert L. Hersh
Hersh Law Offices
10555 N. Port Washington Rd.
Mequon, WI 53092

Dear Mr. Hersh:

This acknowledges receipt of the Summons & Complaint in the matter of *Countrywide Home Loans, Inc., f/k/a America's Wholesale Lender vs. the City of West Allis, et al.*, regarding Foreclosure of Mortgage-30404, Case No. 01CV007230.

The original document will be submitted to the Common Council at its meeting of September 4, 2001.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all communications are directed to the City Attorney's office for investigation. Common Council action regarding your communication will not be taken until the City Attorney's investigation is completed. Any questions you may have regarding this matter should be directed to their attention.

Sincerely,

Paul M. Ziehler
Acting City Clerk/Treasurer

/hc

cc: City Attorney



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

Sheryl L. Kuhary
Jeffrey J. Warchol
Cheryl L. Wentland
Assistant City Attorneys

January 8, 2007

Common Council
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

Dear Council Members:

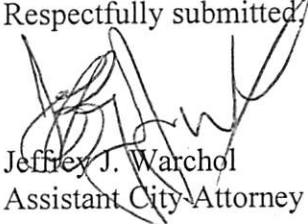
The enclosed claims/lawsuits have been referred to this office in accordance with Section 3.05 (6)(a) of the Revised Municipal Code. This office has examined the facts of each claim/lawsuit and the applicable law. Our Opinion regarding liability is attached to each claim/lawsuit.

The following claims/lawsuits have been placed on file:

Countrywide Home Loans, Inc. v Michael A. Robins and Rhonda Robins, et al.
(Milwaukee County Case #01-CV-007230)

Robert F. Barkow v. City of West Allis, et al.
(Milwaukee County Case #06-CV-003764)

Respectfully submitted,


Jeffrey J. Warchol
Assistant City Attorney

JJW:da
Enclosures

cc: Thomas E. Mann, CVMIC