

6.25



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

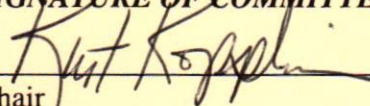
File Number	Title	Status
2005-0519	Claim	Claim Report
Amended Summons and Complaint in the matter of GMAC MORTGAGE CORPORATION v. CITY OF WEST ALLIS DEPARTMENT OF DEVELOPMENT, HOUSING DIVISION, ET AL.		
Introduced: 8/2/2005		Controlling Body: Administration & Finance Committee

**PLACE ON FILE**

### COMMITTEE RECOMMENDATION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
SEP 01 2009			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
		X	Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale		✓		
			Weigel				
		TOTAL		5			

### SIGNATURE OF COMMITTEE MEMBER

  
 Chair \_\_\_\_\_ Vice-Chair \_\_\_\_\_ Member \_\_\_\_\_

### COMMON COUNCIL ACTION **PLACE ON FILE**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
SEP 01 2009			Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
		TOTAL		10			



OFFICE OF THE CITY ATTORNEY

August 19, 2009

Scott E. Post  
City Attorney

Common Council  
City of West Allis

Sheryl L. Kuhary  
Jeffrey J. Warchol  
Jenna R. Merten  
Assistant City Attorneys

RE: City Attorney's Report of Claim

Dear Council Members:

The enclosed claim (foreclosure) has been referred to this office in accordance with Section 3.05(8) of the Revised Municipal Code. This office has examined the facts of the claim and the applicable law. Our Opinion regarding liability is as follows:

**It is the recommendation of this office that the following claim (foreclosure) be placed on file:**

**GMAC Mortgage Corporation v. Steven P. Santner, et al.**  
**(Milwaukee County Case No. 05-CV-001040)**

This is a foreclosure action on property owned by Steven Santner located at 3169 South Wollmer Road, West Allis, Wisconsin. The City of West Allis Department of Development Housing Division was named as an additional defendant as a result of an interest the City had in the real estate by virtue of a Rehabilitation Loan given to Steven Santner on October 30<sup>th</sup>, 2003, in the amount of \$4,595.00. The City's interest was subordinate to that of GMAC who initiated this action for foreclosure against Steven Santner. By law, GMAC had to name all additional parties with interests in the real estate to properly foreclose out all other parties in this case.

This case was dismissed after Judgment of Foreclosure, but prior to a Sheriff's Sale, as Steven Santner was able to redeem the property. As a result of the same, the City's Note was paid off in full and a Satisfaction was issued by the City in January of 2006. The City Attorney's Office had also been monitoring a bankruptcy filing by Steven Santner, which to date has also been dismissed.

Based upon the above, this matter should be placed on file.

Respectfully submitted,

Jeffrey J. Warchol  
Assistant City Attorney

JJW:da

# Wisconsin Circuit Court Access (WCCA)

## GMAC Mortgage Corporation vs. Steven Santner et al

### Milwaukee County Case Number 2005CV001040 Court Record Events

What is RSS? 

	Date	Event	Court Official	Court Reporter
1	02-04-2005	Filing fee paid		
		<b>Amount</b>		
		\$ 256.50		
		<b>Additional Text:</b>		
		05RV004548		
2	02-04-2005	Summons and complaint		
3	02-18-2005	Proof of Service	Guolee-32, Michael D.	
		<b>Additional Text:</b>		
		of the summons and complaint, received and filed. slt		
4	04-11-2005	Other papers	Guolee-32, Michael D.	
		<b>Additional Text:</b>		
		Filed, Affidavit of Default Including Mortgage Documents Received, Findings of Fact, Conclusions of Law and Judgment Filed, copy of the Lis Pendens. Filed, Notice of Motion for Default Judgment with Affidavit of Mailing attached. slt		
5	04-18-2005	Motion hearing	Guolee-32, Michael D.	Peoples, Phyllis
		<b>Additional Text:</b>		
		Filed, Copy of Lis Pendens. Filed, Affidavits of Service and Summons and Complaint. Filed, Affidavit of Default including Original Mortgage Documents and Notice of Motion for Default Judgment. Plaintiff appears by Attorney Ryan Wolter. Defendant appears in person and Pro Se. Plaintiff's motion for Default Judgment of Foreclosure heard. The defendant advised the Court that he has recently finalized his divorce and was awarded the marital home along with other substantial debt and was soon after laid off from his employer. Court adjourns matter to 6/20/05 at 8:30 AM to allow the defendant a final opportunity to cure the default. -mr		
6	06-20-2005	Motion hearing	Guolee-32, Michael D.	
		<b>Additional Text:</b>		
		Filed, Copy of Lis Pendens. Filed, Affidavits of Service and Summons and Complaint. Filed, Affidavit of Default including Original Mortgage Documents and Notice of Motion for Default Judgment. Plaintiff appears by Attorney James Mulligan. No appearance for Defendant. Plaintiff's motion for Default Judgment of Foreclosure heard. Court		

Court Record Events for 2005CV001040 in Milwaukee County

grants motion. Redemption period set at SIX MONTHS. Filed, Signed Findings of Fact and Conclusions of Law, and Judgment. slt

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7 06-20-2005 Default judgment Guolee-32, Michael D.

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8 06-21-2005 Notes  
**Additional Text:**  
Filed, Judgment of Foreclosure

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9 07-07-2005 Amended summons Guolee-32, Michael D.  
**Additional Text:**  
to add Defendants:  
- Nancy E. Santner.  
- The City of West Allis Department of Development, Housing Division.  
- Discover Bank and  
- State of Wisconsin, Bureau of Child Support, filed. mld

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10 07-26-2005 Notice of Appearance Guolee-32, Michael D.  
**Additional Text:**  
Demand for Surplus and Affidavit of Mailing on behalf of City of West Allis Department of Development, Housing Division, filed. slt

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11 08-08-2005 Amended Guolee-32, Michael D.  
**Additional Text:**  
Publication Summons, filed.

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12 12-12-2005 Petition and order Guolee-32, Michael D.  
**Additional Text:**  
from Attorney Leppert, received. slt

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13 12-21-2005 Petition and order Guolee-32, Michael D.  
**Additional Text:**  
for Dismissal and Discharge of Lis Pendens, signed and filed. slt

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14 12-21-2005 Dismissed Guolee-32, Michael D.

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# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

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File Number	Title	Status
2005-0519	Claim	Referred for Legal Action
	Amended Summons and Complaint in the matter of GMAC Mortgage Corporation v. CITY OF WEST ALLIS DEPARTMENT OF DEVELOPMENT, HOUSING DIVISION, ET AL.	
	Introduced: 8/2/2005	Controlling Body: Common Council

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**RECEIVED**  
AUG 3 2005  
WEST ALLIS  
CITY ATTORNEY

GMAC Mortgage Corporation  
500 Enterprise Road, Suite 150  
Horsham, PA 19044-0969

Plaintiff,

AMENDED SUMMONS  
Case No. 05-CV-001040

v.

The Honorable  
Michael D. Guolee  
Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$5000.00

Steven P. Santner  
3169 South Wollmer Road  
West Allis, WI 53227

Defendant(s),

Nancy E. Santner  
W274 N3951 Hillside Grv  
Pewaukee, WI 53072

The City of West Allis Department of  
Development, Housing Division  
7525 West Greenfield Avenue  
West Allis, WI 53214

Discover Bank  
3311 Mill Meadow Drive  
Hilliard, OH 43026

State of Wisconsin, Bureau of Child Support,  
Department of Workforce Development  
c/o Attorney General  
17 West Main Street  
Madison, WI 53702

Added Defendant(s).



THE STATE OF WISCONSIN

*7-14-05  
4:15 pm  
Tom [Signature]*

RECEIVED

JUL 14 2005

CITY OF WEST ALLIS  
CLERK/TREASURER

To each person named above as a defendant:

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

Within 20 days of receiving this summons (45 days if you are the State of Wisconsin; 60 days if you are 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 requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real

estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated on this 30th day of June, 2005.

GRAY & END, L.L.P.  
Attorneys for Plaintiff

By: 

Ryan H. Wolter  
State Bar No. 1041112  
600 North Broadway  
Suite 300  
Milwaukee, WI 53202  
(414) 224-1723

Milwaukee County Courthouse  
901 N. Ninth Street  
Milwaukee, WI 53233

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.



STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

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GMAC Mortgage Corporation  
500 Enterprise Road, Suite 150  
Horsham, PA 19044-0969

Plaintiff,

v.

Steven P. Santner  
3169 South Wollmer Road  
West Allis, WI 53227

Defendant(s),

Nancy E. Santner  
W274 N3951 Hillside Grv  
Pewaukee, WI 53072

The City of West Allis Department of  
Development, Housing Division  
7525 West Greenfield Avenue  
West Allis, WI 53214

Discover Bank  
3311 Mill Meadow Drive  
Hilliard, OH 43026

State of Wisconsin, Bureau of Child Support,  
Department of Workforce Development  
c/o Attorney General  
17 West Main Street  
Madison, WI 53702

Added Defendant(s).

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AMENDED COMPLAINT  
Case No. 05-CV-001040

The Honorable  
Michael D. Guolee  
Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$5000.00



Plaintiff, by its attorneys, GRAY & END, L.L.P., pleads as follows:

1. The plaintiff is the current owner and holder of a certain note and recorded mortgage on real estate located in this county, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.

2. The mortgaged real estate is owned of record by Steven P. Santner.

3. The defendants have failed to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$75,382.36 together with interest from October 1, 2004.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the mortgagor, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That Nancy E. Santner has or may claim to have an interest in the subject encumbered property by virtue of being the former spouse of Steven P. Santner.

WHEREFORE, the plaintiff demands:

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of Section 846.101 of the Wisconsin Statutes.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all claim and right of equity of redemption in said premises, except that right to redeem the same before sale in the manner provided by law.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest thereon from the date of judgment and costs of sale, that any real property tax liens now existing or which may accrue prior to sale be paid.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises from the date of judgment until sale; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

GRAY & END, L.L.P.  
Attorneys for Plaintiff

By: 

Ryan H. Wolter  
State Bar No. 1041112  
600 North Broadway  
Suite 300  
Milwaukee, Wisconsin 53202  
(414) 224-1723



**NOTE**

January 26

, 19 94

Milwaukee

[City]

WI

[State]

3169 South Wollmer Road, West Allis, WI 53227

[Property Address]

I hereby certify that this is a true and correct copy of the original.

By [Signature]

U.S. \$ 89,600.00

(this amount is called

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ "principal"), plus interest, to the order of the Lender. The Lender is Competitive Mortgage Lenders

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 7.375 %.

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 1st day of each month beginning on March 19 94. 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 February 1st, 2024, 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 2505 N. Mayfair Road, Suite 204 Wauwatosa, WI 53226

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. \$ 618.84

**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 15 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.

**EXHIBIT A**

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to 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.

Steven P. Santner (Seal)  
Steven P. Santner, a single person

Social Security Number \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

Social Security Number \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

Social Security Number \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

Social Security Number \_\_\_\_\_



FOR VALUE RECEIVED, Pay to the order of

Paid to the order of CrossLand Mortgage Corp. without recourse.

Mark A. Ralfs, President  
Title: Competitive Mortgage Lenders  
MULTISTATE FIXED RATE NOTE - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT  
Form 3200 12/83 Page 2 of 2

Laser Forms Inc. (800) 448-3555  
LIFT #3200 9/91

Initials: \_\_\_\_\_

**EXHIBIT A**

Without Recourse  
CrossLand Mortgage Corp.  
By: Lynn Kraus



CMTE

REGISTER'S OFFICE  
Milwaukee County, Wis. } 86  
RECORDED AT -8 10AM

FEB 15 1994 279 78

REEL 3225 IMAGE 284

*Walter B. ...* REGISTER OF DEEDS

This Document Prepared By: Cynthia-Jo Kollath

(Space Above This Line For Recording Date)

6907904  
RECORD 20.00

Loan No. 3756939

**MORTGAGE** 4041

THIS MORTGAGE ("Security Instrument") is given on January 26  
The mortgagor is Steven P. Santner, a single person

, 19 94

This Security Instrument is given to Competitive Mortgage Lenders

("Borrower").

which is organized and existing under the laws of Wisconsin  
address is 2505 N. Mayfair Road, Suite 204  
Wauwatosa, WI 53226

, and whose

Borrower owes Lender the principal sum of

("Lender").

Eighty nine thousand, six hundred and 00/100----- Dollars  
(U.S. \$ 89,600.00

). 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 February 1st, 2024. 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:

That part of Lot 4, in Kerj Company's Subdivision No. 1, in the Northwest  
1/4 of Section 18, in Township 6 North, of Range 21 East, in the City of  
West Allis, Milwaukee County, Wisconsin, bounded and described as  
follows, to-wit: Commencing at the point of intersection of the center  
line of South Wollmer Road with the 1/8 line of the North line of said  
1/4 Section, the center line of West Oklahoma Avenue; thence South 27  
deg. 27' 57" East on and along the center line of South Wollmer Road  
650.00 feet to the place of beginning of the land about to be described;  
thence South 27 deg. 27' 57" East on and along the said center line of  
South Wollmer Road 100 feet to a point; thence South 62 deg. 32' 03" West  
180.98 feet to a point; thence Northwestely 102.90 feet to a point, said  
point being South 62 deg. 32' 03" West 156.85 feet from the point of  
beginning; and thence North 62 deg. 32' 03" East 156.85 feet to the place \*  
which has the address of 3169 South Wollmer Road West Allis

Wisconsin 53227

(\*Property Address\*); Tax Key No.: 523-0004-002

\*of beginning, <sup>(Zip Code)</sup> reserving therefrom the Easterly 35 feet for highway purposes.  
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.

EXHIBIT B

20107

THIS SECURITY INSTRUMENT contains 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. § 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 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 event 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 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
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 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:

\_\_\_\_\_ Steven P. Santner (Seal)  
 Steven P. Santner, a single person

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN, Milwaukee

County ss:

The foregoing instrument was acknowledged before me this 01/26/94 (date) by Steven P. Santner, a single person

[person acknowledging]

My Commission expires is permanent.

[Signature]  
 Notary Public, State of Wisconsin  
 Daniel L. Reynolds

This instrument was prepared by Cynthia-Jo Kollath

[Space Below This Line For Lender and Recorder]

Return to: CrossLand Mortgage Corp.  
P. O. Box 45065  
Salt Lake City, UT 84145-0065

EXHIBIT B

ENDORSEMENT TO TITLE COMMITMENT

FILE NO.: MIL-40470  
Steven P. Santner

ISSUED BY



First American Title Insurance Company

HEREIN CALLED THE COMPANY

RECEIVED

FEB 2 2005

Please be advised that the above mentioned commitment to insure has been amended as follows:

SCHEDULE A

Effective Date: February 10, 2005 at 7:00 A.M.

SCHEDULE B - Special Exceptions:

Items 3.a, h and i. are amended as follows:

- a. Taxes for the year 2005 subsequent years, not yet due and payable.
- i. Taxes, general and special, for the year 2004, unless a tax receipt showing full payment is presented.
- h. Statutory rights of Nancy E. Santner as spouse of Steven P. Santner.

The following is hereby added to the Mortgage at Item m.

Action commencing to foreclose said mortgage in Circuit Court for Milwaukee County, as pending. Case Number 05CV001040, GMAC Mortgage Corporation v. Steven P. Santner and Jane Doe Santner.

Lis Pendens  
Filed: February 9, 2005  
Number: 8955497  
Case Number: 05CV001040

NOTE: The foregoing Lis Pendens contains a slight error in the legal description.

Items 3.q and r are hereby added as follows:

- q. Lien as contained in Document no. 8951201. (Copy attached).
- r. NOTE: Pending divorce as filed in Circuit Court for **Waukesha** County on August 4, 2003. Case Number 03FA001014.  
PETITIONER: Nancy Santner, W274 N3951 Hillside Grv., Pewaukee, WI  
RESPONDENT: Steven Santner, 3169 S. Wollmer Road, West Allis, WI

(CONTINUED)

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereto. Except to the extent stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, this the 12th day of May, 2005.

*First American Title Insurance Company*

Authorized Signatory

First Southwestern Title Co. of Wisconsin, Inc.  
11512 N. Port Washington Rd. Ste. 202  
Mequon, WI 53092  
Phone: 262-240-0227 Fax: 262-240-0397

**LIEN REPORT**

## SCHEDULE B

Commitment Number: MIL-40470

- k. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- l. 50 foot Building Setback line as shown on recorded plat.
- m. A Mortgage from Steven P. Santner, a single person to Competitive Mortgage Lenders in the amount of \$89,600.00.
  - Dated: January 26, 1994      Recorded: February 15, 1994
  - Reel: 3225                      Image: 279
  - Document No: 6907904

The foregoing mortgage has been assigned to GMAC Mortgage Corporation, a Pennsylvania Corporation, by mesne assignments.

Dated: July 19, 1999      Recorded: October 22, 2001  
Document No: 8154724

**NOTE: The above mentioned documents contain an error in the Legal description.**

- n. A Mortgage from Steven P. Santner, a single person to The City of West Allis Department of Development, Housing Division, 7525 W. Greenfield, Avenue, West Allis, WI in the amount of \$4,595.00.
  - Dated: October 30, 2003      Recorded: November 17, 2003
  - Document No: 8682946
- o. Judgment Case: 04SC016543
  - Docketed: June 21, 2004
  - Debtor: Steven P. Santner
  - Creditor: Discover Bank, 3033 Campus Dr., Plymouth, MN
  - Amount: \$4,884.11



*First American Title Insurance Company*

Schedule B of this Commitment consists of 3 page(s)

**LIEN REPORT**

## SCHEDULE B

Commitment Number: MIL-40470

- p. Child support lien in favor of the State of Wisconsin, Bureau of Child Support, Department of Workforce Development

Filed: January 9, 2005

Docket Number: 130692

Against: Steven P. Santner

Date of Birth: 8/27/1962

Lien Amount: \$3,600.01

Agency with a lien: Waukesha

Contact Child Support Agency: Waukesha

Please note that the lien amount may be substantially different than the payoff amount.

-----

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604( c ).



*First American Title Insurance Company*

Schedule B of this Commitment consists of 3 page(s)

**LIEN REPORT**



# CITY OF WEST ALLIS

WISCONSIN



City Clerk/Treasurer Office

**PAUL M. ZIEHLER**  
*City Administrative Officer  
Clerk/Treasurer*

**ROSEMARY WEST**  
*Treasurer's Office Supervisor  
Senior Accountant*

**MONICA SCHULTZ**  
*Assistant City Clerk*

July 19, 2005

Attorney Ryan H. Wolter  
GRAY & END, LLP  
600 N. Broadway, Ste 300  
Milwaukee, WI 53202

Dear Mr. Wolter:

This letter acknowledges receipt of the Amended Summons and Complaint in the matter of *GMAC Mortgage Corporation vs. City of West Allis Department of Development, Housing Division, et al.*

The original document will be submitted to the Common Council at its meeting of August 2, 2005.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all complaints are directed to the City Attorney's office for investigation. Common Council action regarding your complaint 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,

Monica Schultz  
Assistant City Clerk

/amn  
cc: City Attorney



(A)

GMAC Mortgage Corporation,

Plaintiff,

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND JUDGMENT

RECEIVED  
JUL 28 2005

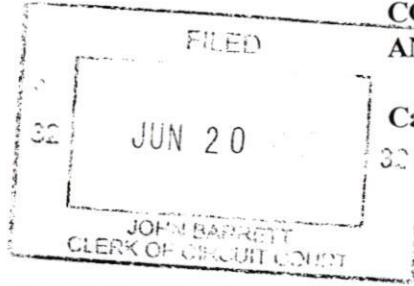
v.

Case No. 05-CV-001040

CITY OF WEST ALLIS  
CLERK/TREASURER

Steven P. Santner,

Defendants.



The summons and complaint in this action having been duly served upon the defendants in the manner provided by law, due proof thereof being on file, and the defendants being wholly in default as shown by the affidavit of no answer on file herein, and

Due notice of the pendency of this action having been filed in the office of the Register of Deeds for this county more than twenty days prior to this date; and upon the application of the plaintiff, through its counsel, Gray & End, L.L.P., and

The court having examined the affidavit of default including the mortgage documents on file herein, and having determined that all material allegations of the complaint on file herein are true, and

It further appearing that the mortgaged premises consists of a single lot with a residential structure thereon being twenty (20) acres or less and that the said premises cannot be sold in parcels without injury to the interest of the parties, and

It further appearing that no defendant is in the military service or active state service and no defendant is incompetent, an infant or under guardianship:

NOW THEREFORE, on motion of Gray & End, L.L.P., attorneys for the plaintiff,

IT IS BY THE COURT FOUND, DETERMINED AND ADJUDGED:

1. That all of the material allegations of the plaintiff's complaint are proven and true.
2. That the following amounts are due to the plaintiff under the terms of the note and mortgage:

cc: Attorney's

Principal	75,382.36
Interest	3,230.29
Escrow advances	4,819.87
Accumulated unpaid late charges	294.00
Other contractual expenses	15.00
Attorneys' fees	1,100.00
Disbursements	677.30
<b>TOTAL DUE</b>	<b><u>\$85,518.82</u></b>

3. That all sums hereafter advanced by the plaintiff for insurance, necessary repairs, preservation expenses and taxes not included in the judgment may be added to the judgment by order at any time after the entry thereof and before confirmation of sale upon the petition of the plaintiff's attorney without notice.
4. That the mortgaged premises is owner occupied.
5. That the mortgaged premises consists of a single lot with a residential structure thereon more particularly described in the mortgage attached to the complaint herein as Exhibit B. The legal description appearing on said exhibit is incorporated herein by reference.
6. That the mortgaged premises cannot be sold in parcels without injury to the interests of the parties and unless sooner redeemed, said premises shall be sold at public auction under the direction of the sheriff, at any time after six months from the date of entry of judgment. That if the purchaser at said auction is a party or person other than the plaintiff or its assignee, then the sheriff shall require that ten percent (10%) of the purchaser's bid be paid at the sale in cash, cashier's check or certified funds. The balance due upon confirmation of the sale shall be paid to the clerk of courts by cash, cashier's check or certified funds. That after deducting the fees and expenses of sale, the proceeds of sale shall first be applied to the amounts due plaintiff, together with interest at the rate provided in the mortgage note and that the surplus, if any, shall be subject to the further order of this court.
7. That in the event the State of Wisconsin Department of Veterans Affairs is or should become a party to this action, notice of the sheriff's sale shall be given by certified mail, return receipt requested, to the department at Madison, Wisconsin, at least three weeks prior to the date of sale.

8. That following the sale of the mortgaged premises as authorized herein and upon the court's confirmation of said sale, the defendants and all persons claiming an interest in said premises subsequent to the filing of the lis pendens herein shall be forever barred and foreclosed of all right, title, interest, claim, lien or equity of redemption in and to said premises and any part, parcel or portion thereof.

9. That the defendants remain entitled to possession of the mortgaged premises and are entitled to all rents, issues and profits therefrom to the date of confirmation of sale.

10. That leave is hereby granted to the plaintiff to add defendants herein pursuant to section 846.09, Wis. Stats.

11. That after the sheriff's sale, the sheriff shall make due report thereof to the court, and the purchaser shall be let into possession of the premises upon confirmation of the sheriff's sale and all parties to this action or other persons securing possession after the date the lis pendens was recorded shall deliver possession to said purchaser.

12. THAT NO DEFICIENCY JUDGMENT MAY BE OBTAINED AGAINST ANY DEFENDANT.

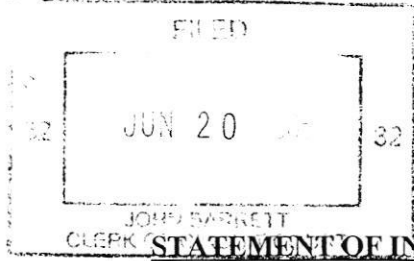
13. That all parties and all persons claiming under them are enjoined from committing waste upon the premises.

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

The clerk of this court will enter this judgment.

Dated this \_\_\_\_\_ day of ~~April~~, 2005.

JUN 20 2005



BY THE COURT:

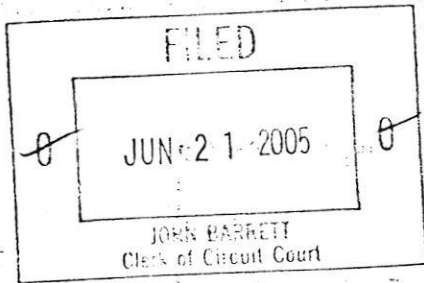
Michael D. Guolee

Michael D. Guolee  
Circuit Court Judge


Principal	\$75,382.36
Interest	3,230.29
Escrow advances	4,819.87
Accumulated unpaid late charges	294.00
Other contractual expenses	15.00
Attorneys' fees	1,100.00
Disbursements:	
Filing fee	256.50
Register of Deeds	17.00
Service fees	53.80
Title policy cost	350.00
<b>TOTAL DUE</b>	<b><u>\$85,518.82</u></b>

Redemption period granted by this court: six months.

Judgment entered this <sup>JUNE</sup> 21<sup>st</sup> day of April, 2005.



BY THE COURT:  
JOHN BARRETT  
CLERK OF CIRCUIT COURT

BY:   
Judgment Clerk



OFFICE OF THE CITY ATTORNEY

Scott E. Post  
City Attorney

Sheryl L. Kuhary  
Jeffrey J. Warchol  
Jenna R. Merten  
Assistant City Attorneys

August 26, 2009

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(8) 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.

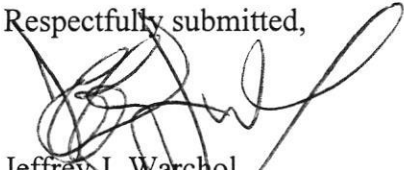
**The following claim/lawsuit has been placed on file:**

*GMAC Mortgage Corporation v. Steven P. Santner, et al.*  
Milwaukee County Case No. 05-CV-001040

**The following claim/lawsuit have been denied:**

Steve McComb (\$2,220.00)

Respectfully submitted,



Jeffrey J. Warchol  
Assistant City Attorney

JJW:da  
Enclosures

cc: Thomas E. Mann, CVMIC