

16CV001294

STATE OF WISCONSIN

CIRCUIT COURT:

MILWAUKEE COUNTY

The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWABS 2007-SEA2)  
4425 Ponce De Leon, 5th Floor  
Coral Gables, FL 33146

RECEIVED

FEB 24 2016

CITY OF WEST ALLIS  
CLERK

Case Number:  
FORECLOSURE CASE CODE - 30014

Plaintiff

vs.

Robert A. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

SUMMONS

*Handwritten:* 3035m 24/14  
*Handwritten:* AME  
 PERSONAL       SUBSTITUTE  
 POSTED         CORPORATE

Rita R. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

HON. TIMOTHY DUGAN, BR. 10  
CIVIL M

City of Milwaukee  
c/o City Clerk  
200 E. Wells Street, Room 205  
Milwaukee, WI 53202

City of West Allis  
c/o City Clerk  
7525 W. Greenfield Avenue  
West Allis, WI 53214

Milwaukee County Child Support  
c/o Corporate Counsel  
901 North 9th Street, Courthouse Room 101  
Milwaukee, WI 53233

FILED AND AUTHENTICATED  
FEB 17 2016  
JOHN GARRETT  
Clerk of Circuit Court

Wisconsin Electric Power Company  
c/o Corporate Creations Network, Inc.  
4650 W. Spencer Street  
Appleton, WI 54914

United States of America  
c/o U.S. Attorney  
517 E. Wisconsin Avenue, Suite 530

Milwaukee, WI 53202  
Craig Shaver  
133 W. Pittsburgh Avenue  
Milwaukee, WI 53204

Wisconsin Department of Revenue  
c/o Officer or Director  
2135 Rimrock Road  
Madison, WI 53708

Wisconsin Department of Workforce  
Development  
c/o Officer or Director  
201 E. Washington Avenue  
Madison, WI 53703

Defendant(s)

---

To each person or entity 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 twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

**Milwaukee County Clerk of Court  
901 N. 9th Street  
Milwaukee, WI 53233-1425**

and to the plaintiff's attorney whose address is:

**Randall S. Miller & Associates, LLC  
120 North LaSalle Street  
Suite 1140  
Chicago, IL 60602**

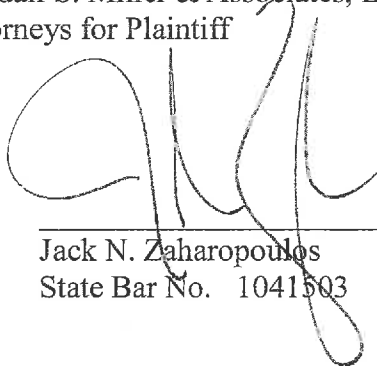
You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this 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 may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 15th day of February, 2016.

Randall S. Miller & Associates, LLC  
Attorneys for Plaintiff

By:

  
\_\_\_\_\_  
Jack N. Zaharopoulos  
State Bar No. 1041503

Randall S. Miller & Associates, LLC  
120 North LaSalle Street, Suite 1140  
Chicago, IL 60602  
P: (414) 937-5992 F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00030-1

PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING  
ADDRESSES:

Robert A. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

Rita R. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

City of Milwaukee  
c/o City Clerk  
200 E. Wells Street, Room 205  
Milwaukee, WI 53202

City of West Allis  
c/o City Clerk  
7525 W. Greenfield Avenue  
West Allis, WI 53214

Milwaukee County Child Support  
c/o Corporate Counsel  
901 North 9th Street, Courthouse Room 101  
Milwaukee, WI 53233

Craig Shaver  
133 W. Pittsburgh Avenue  
Milwaukee, WI 53204

United States of America  
c/o U.S. Attorney  
517 E. Wisconsin Avenue, Suite 530  
Milwaukee, WI 53202

Wisconsin Department of Revenue  
c/o Officer or Director  
2135 Rimrock Road  
Madison, WI 53708

(See Next Page)

Wisconsin Department of Workforce Development  
c/o Officer or Director  
201 E. Washington Avenue  
Madison, WI 53703

Wisconsin Electric Power Company  
c/o Corporate Creations Network, Inc.  
4650 W. Spencer Street  
Appleton, WI 54914

**\*\*Please do a property search at 6026 West Drive, Milwaukee, WI 53219\*\***

THANK YOU

## Notice of Availability of Mediation

### **What is the foreclosure mediation program?**

Milwaukee County's foreclosure mediation program is administered by the Metro Milwaukee Mediation Program and is part of the Wisconsin Foreclosure Mediation Network. This Network receives funding from the Wisconsin Department of Justice and support from your local courts.

The Program is available to assist homeowners facing a mortgage foreclosure action in Milwaukee County. Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and possible modification of the loan terms.

The Program is available to parties to a first or second mortgage foreclosure action involving a one-four family residential property. You need not reside in the property, but you may not own more than four other rental properties. In addition, the action must be pending in Milwaukee County. Vacation properties or "seasonal homes" are not eligible, nor are homes under bankruptcy protection.

### **How does the homeowner request foreclosure mediation?**

Along with this notice, you have also received the Mediation Request Form. This form is also available through the Court's website at <http://www.co.Milwaukee.wi.us/clerk-courts> and the Metro Milwaukee Foreclosure Mediation website at <http://www.MediateMilwaukee.com>. You should complete and send your request form to the program within 30 days of receiving the summons, but if that date has passed, you can still make a late request, as mediation might still be a possibility.

Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to you via mail or email. Your second step is to contact your housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$150 by check, money order or credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$150 is due at the time of their consent.

### **Is participation in mediation required?**

Participation is voluntary for the homeowner/borrower and lender. Sometimes, lenders will choose not to participate in mediation. Some reasons lenders may not participate include situations when prior refinances or modifications didn't work out.

# Mediation Request Form

Within 30 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Metro Milwaukee Foreclosure Mediation Program by:



**Mail:** Metro Milwaukee Foreclosure Mediation Program (MMFMP), P.O. Box 633, Milwaukee, WI 53201  
**Phone:** (414) 939-8800 **Fax:** (414) 939-8803  
**Email:** [apply@mediatemilwaukee.com](mailto:apply@mediatemilwaukee.com)  
**Online:** [www.mediatemilwaukee.com](http://www.mediatemilwaukee.com)



Name of all Homeowner(s) (who has title):

Name of all Borrowers(s) (who signed the loan):

Full Property Address: Street:  City:  Zip:

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

Number of units you own at property location:

E-mail address:

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

Home Phone:

Work Phone:

Cell Phone:

Alternate Phone:

Best phone to reach you during the day?  Home  Work  Cell  Alternate

Name of Lender/Plaintiff in your case:

Name of Servicer (you make your mortgage payment to them):

Name of County where this home is located:

Case Number (located on your Summons): 20  CV

Date you received the Summons and Complaint:

Is this property your primary residence?  Yes  No

Do you own the property?  Yes  No

Did you sign the Mortgage Note?  Yes  No

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

Does an attorney represent you for your foreclosure?  Yes  No

If yes, attorney's name:

Attorney's e-mail address:

*Continued on page 2*

16CV001294

STATE OF WISCONSIN:

CIRCUIT COURT:

MILWAUKEE COUNTY

The Bank of New York Mellon FKA The Bank of New York,  
as Trustee (CWABS 2007-SEA2)  
4425 Ponce De Leon, 5th Floor  
Coral Gables, FL 33146

Plaintiff

vs.

Case Number:

FORECLOSURE CASE CODE -  
30404

COMPLAINT

Robert A. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

Rita R. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

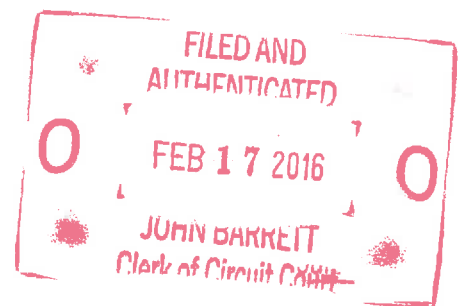
City of Milwaukee  
c/o City Clerk  
200 E. Wells Street, Room 205  
Milwaukee, WI 53202

City of West Allis  
c/o City Clerk  
7525 W. Greenfield Avenue  
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Craig Shaver  
133 W. Pittsburgh Avenue  
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United States of America  
c/o U.S. Attorney  
517 E. Wisconsin Avenue, Suite 530  
Milwaukee, WI 53202





Wisconsin Department of Revenue  
c/o Officer or Director  
2135 Rimrock Road  
Madison, WI 53708

Wisconsin Department of Workforce Development  
c/o Officer or Director  
201 E. Washington Avenue  
Madison, WI 53703

Wisconsin Electric Power Company  
c/o Corporate Creations Network, Inc.  
4650 W. Spencer Street  
Appleton, WI 54914

Defendants

NOW COMES the Plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWABS 2007-SEA2), by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain Note and Mortgage on real estate located in Milwaukee County, Wisconsin. A true copy of the Mortgage is attached as Exhibit A and is incorporated by reference. A true copy of the Note is attached hereto as Exhibit B and is incorporated by reference.

2. The Defendant is a competent adult who, upon information and belief, resides at

Robert A. Harvey  
6026 West Stack Drive  
Milwaukee, WI 53219

(hereinafter "Mortgagor")

3. The mortgaged real estate is owned of record by Robert A. Harvey and Rita R. Harvey

4. On or about March 25, 2006 the Mortgagor executed and delivered to Aames Funding Corporation DBA Aames Home Loan, a Note in writing dated that date and thereby promised to pay the principal balance of \$131,200.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.

5. That to secure the indebtedness, the Mortgagor duly executed a mortgage to Aames Funding Corporation DBA Aames Home Loan, which mortgage was dated on March 25, 2006 and recorded in the Office of the Register of Deeds for Milwaukee County on April 11, 2006, as Document No. 09216426.

6. The mortgage was subsequently assigned to The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWABS 2007-SEA2), by an assignment dated September 24, 2012 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on October 3, 2012 as Document No. 10167658. A true copy of said assignment is attached as Exhibit C.
7. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Milwaukee County, Wisconsin and legally described as follows:

**Lot 1 and the South 3 feet of Lot 2, in Block 5, in Parkway Meadows, being a Re-Subdivision of Lots 9 to 14 inclusive, in Block 3 Montana Flats, Block 4, part of Lots 3 and 4, Block 3, Hawley Park, part of Lot 4, Block 2, Fairview Manor Addition No. 3, part of Lot 6, Block 5, Consolidated Highlands, part of vacated West Montana Avenue; Vacated South 63rd Street, and lands in Southeast 1/4 of Section 10, in Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.**

Commonly known as: 6026 West Stack Drive, Milwaukee, WI 53219  
TAX ID: 514-1254-100-x

8. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are due as of May 1, 2015

Principal Balance:	\$154,134.47
Interest Due:	\$5,046.31
Late Charges:	\$181.04
Suspense Balance:	\$-192.60
Escrow Advances:	\$4,332.31
Other:	\$121.50

TOTAL: \$163,623.03

9. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 4.00000% per annum.
10. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
11. 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 initiated.

12. The mortgaged premises is a parcel of land Single with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
13. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives its right to a deficiency judgment.**
14. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

Craig Shaver, by virtue of a judgment dated August 1, 2006 and docketed August 25, 2006 as case number 2006SC023711 in the office of the Milwaukee Circuit Court, in the sum of \$639.50, plus costs and interest, if any.

Wisconsin Electric Power Company, by virtue of a judgment dated December 12, 2007 and docketed January 3, 2008 as case number 2007SC040414 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$717.20, plus costs and interest, if any.

City of West Allis, by virtue of a judgment dated September 25, 2008 and docketed November 10, 2008 as case number 2008SC030093 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$656.02, plus costs and interest, if any.

City of Milwaukee, by virtue of a judgment dated September 2, 2009 and docketed September 2, 2009 as case number 2009CV011213 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$9,179.61, plus costs and interest, if any.

Wisconsin Department of Workforce Development, by virtue of a judgment dated November 23, 2010 and docketed November 23, 2010 as case number 2010WC000419 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$143,832.55, plus costs and interest, if any.

Wisconsin Department of Workforce Development, by virtue of a judgment dated January 14, 2013 and docketed January 14, 2013 as case number 2013UC000078 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$29,092.50, plus costs and interest, if any.

City of Milwaukee, by virtue of a judgment dated July 27, 2011 and docketed July 27, 2011 as case number 2011CV008972 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$6,631.97, plus costs and interest, if any.

City of West Allis, by virtue of a judgment dated November 21, 2013 and docketed January 10, 2013 as case number 2013SC023382 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$1,349.39, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of a lien dated August 19, 2009 and docketed July 12, 2011 as case number 2011TW003143 in the office of the Milwaukee Circuit Court, in the sum of \$7,669.09, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of a lien dated August 19, 2009 and docketed July 12, 2011 as case number 2011TW003157 in the office of the Milwaukee Recorder of Deeds, in the sum of \$7,265.34, plus costs and interest, if any.

Milwaukee County Child Support, by virtue of the lien dated May 5, 2013 and docketed May 5, 2013 as Document number 435343 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$1,299.92, plus costs and interest, if any.

United States of America, by virtue of the Federal Tax Lien dated June 23, 2011 and recorded July 5, 2011 as document number 10011431 in the office of the Milwaukee County Register of Deeds in the sum of \$64,964.66, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of a lien dated January 18, 2006 and recorded April 10, 2007 as case number 2007TW001158 in the office of the Milwaukee County Register of Deeds in the sum of \$17,928.42, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of a lien dated August 19, 2009 and recorded July 12, 2011 as case number 2011TW003137 in the office of the Milwaukee County Register of Deeds in the sum of \$6,538.75, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of the lien dated September 27, 2011 and recorded March 12, 2012 as case number 2012TW001119 in the office of the Milwaukee County Register of Deeds in the sum of \$6,342.09, plus costs and interest, if any.

Wisconsin Department of Revenue, by virtue of the lien dated February 27, 2015 and recorded February 27, 2015 as case number 2015TW000633 in the office of the Milwaukee County Register of Deeds in the sum of \$10,548.43, plus costs and interest, if any.

WHEREFORE, Plaintiff demands as follows:

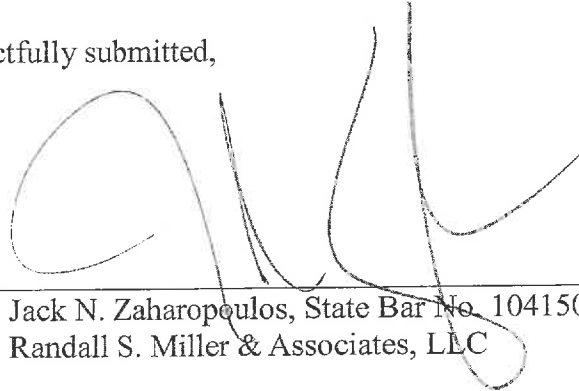
1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;

3. That the Judgment provide that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;
5. 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;
6. That plaintiff have such other and further relief as may be just and equitable.

Dated this 15th day of February, 2016

Respectfully submitted,

By:



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Jack N. Zaharopoulos, State Bar No. 1041503  
Randall S. Miller & Associates, LLC

Jack N. Zaharopoulos  
Attorney for Plaintiff  
Randall S. Miller & Associates, LLC  
120 North LaSalle Street, Suite 1140  
Chicago, IL 60602  
P: (414) 937-5992  
F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00030-1



\* 0 9 2 1 6 4 2 6 \*

# MORTGAGE

DOC.# 09216426

DOCUMENT NUMBER

**NAME & RETURN ADDRESS**

TransUnion Settlement Solutions, Inc.  
Attn: Aames Processing  
1421 Wells Branch Parkway  
Suite 305  
Pflugerville, TX 78660

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 04/11/2006 11:47AM

JOHN LA FAVE  
REGISTER OF DEEDS

**PARCEL IDENTIFIER NUMBER**  
514-1254-100-x

AMOUNT: 47.00

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated March 25, 2006 together with all Riders to this document.
- (B) "Borrower" is Robert A Harvey

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is Aames Funding Corporation DBA Aames Home Loan

Lender is a Corporation organized and existing under the laws of The State of California

DOC #

APPL #:

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

Form 3050 1/01

12/15 -8(WI) (0005)  
Page 1 of 15 UNSO 0005.06

Initials:

VMP MORTGAGE FORMS - (800)521-7291



## EXHIBIT A

Lender's address is 350 South Grand Avenue, 42nd Floor, Los Angeles, CA 90071

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 25, 2006

The Note states that Borrower owes Lender One Hundred Thirty One Thousand Two Hundred and No/100 Dollars (U.S. \$ 131,200.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

DOC #:

APPL #:

Initials:   *A*  

 5(WI) (0005)

Page 2 of 15

Form 3050 1/01

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the County of MILWAUKEE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

As per Exhibit A attached hereto and made a part hereof

which currently has the address of 6026 West Stack Drive

Milwaukee  
("Property Address"):

[City], Wisconsin 53219

[Street]  
[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."

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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

DOC #:

APPL #:

Initials:     *fl*    

UAB-3(WI) (0005)

Page 3 of 15

Form 3050 1/01



Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

DOC #

APPL #

Initials: 

 S(W) (0005)

Page 4 of 15

Form 3050 1/01

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

DOC #:

APPL #:

Initials: 

 6(WI) (0005)

Page 5 of 15

Form 3050 1/01

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

DOC #:

APPL #:

Initials: 

 6(WI) (0005)

Page 6 of 15

Form 3650 1/01

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

DOC #:

APPL #:

Initials:           

 0(WI) (0005)

Page 7 of 15

Form 3050 1/01

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

DOC #

APPL #

Initials: 

 (0005)

Page 6 of 15

Form 3050 1/01

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

DOC #

APPL # :

Initials: 

 6(W) (0005)

Page 9 of 15

Form 3050 1/01

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.


Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

DOC #:

 -6(WI) (0005)

APPL #:

Page 10 of 15

Initials: 

Form 3050 1/01

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

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APPL #:

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 VAMP - 6(WI) (0005)

Page 11 of 15

Form 3055 1/01



with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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APPL #:

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Page 12 of 15

Form 3050 1/01

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

22. 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 Section 18 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 Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) 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 (as defined in Section 25); (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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. 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.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. 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.

DOC #   
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APPL #   
Page 13 of 15

Initials: 

Form 3050 1/01

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

Witnesses:

\_\_\_\_\_ Robert A Harvey (Seal)  
-Borrower

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

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

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

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

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APPL # [ ]  
Page 14 of 15

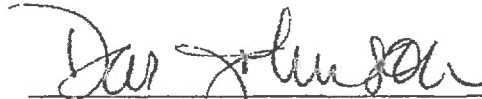
Form 3050 1/01

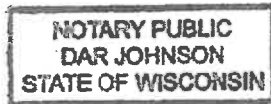
STATE OF WISCONSIN, MILWAUKEE

County ss:

The foregoing instrument was acknowledged before me this 25 March 2006  
by Robert A Harvey

My Commission Expires: 9-14-08

  
\_\_\_\_\_  
Notary Public, State of Wisconsin



This instrument was prepared by  
Leslie Fierroz  
3347 Michelson Drive  
Suite 300  
Irvine, CA  
92612

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APPL #:



Page 15 of 15

Form 3050 1/01

**ADJUSTABLE RATE RIDER**  
(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of March, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Aames Funding Corporation DBA Aames Home Loan

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6026 West Stack Drive, Milwaukee, WI 53219

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 10.730 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of April, 2008, and on that day every 6th 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 6 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 first MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -Single Family

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APPL #

Page 1 of 3

Initials: *[Signature]*

ELECTRONIC LASER FORMS, INC. - (800)327-0545

business day of the month immediately preceding the month in which the Change Date occurs 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 Five and 950 Thousandths ( 5.950 %) 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 12.730 % or less than 10.730 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.730 % or less than 10.730 %.

**(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 telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER** Uniform Covenant 17 of the Security Instrument is amended to read 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender

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Page 2 of 3


Initials: 

information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 _____ Robert A Harvey	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

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Page 3 of 3

# Exhibit "A"

Lot 1 and the South 3 feet of Lot 2, in Block 5, in Parkway Meadows, being a Re-Subdivision of Lots 9 to 14 inclusive, in Block 3 Montana Flats, Block 4, Part of Lots 3 and 4, Block 3, Hawley Park, part of Lot 4, Block 2, Fairview Manor Addition No. 3, part of Lot 6, Block 5, Consolidated Highlands, part of vacated West Montana Avenue; Vacated South 63rd Street, and lands in the Southeast 1/4 of Section 10, in Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.



# ADJUSTABLE RATE NOTE

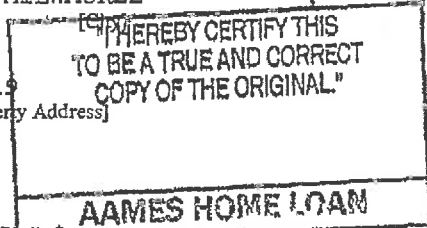
(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

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.

March 25, 2006  
[Date]

MILWAUKEE Wisconsin  
[State]

6026 West Stack Drive, Milwaukee, WI 53219  
[Property Address]



## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ ~~131,200.00~~ (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Aames Funding Corporation DBA Aames Home Loan

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 10.730%. 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 1st day of each month beginning on May 1st, 2006. 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 April 1, 2036, 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 350 South Grand Avenue, 47th Floor, Los Angeles, CA 90071 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. \$ 1,222.76. 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.

WISCONSIN ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family

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# EXHIBIT B

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the 1st day of April, 2008, and on that day every 6th 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 6 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 first business day of the month immediately preceding the month in which the Change Date occurs 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 Five and 950 Thousandths percentage point(s) ( 5.950 %) 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 12.730 % or less than 10.730 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding Six months. My interest rate will never be greater than 16.730 % or less than 10.730 %.

##### (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 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.

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 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. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

This Note shall be governed by the laws of the State of Wisconsin. 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 that 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.

Unless the Note Holder requires a different method, 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 that 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:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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.

  
\_\_\_\_\_  
Robert A Harvey (Seal)  
-Borrower

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

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

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

*[Sign Original Only]*

Endorsement and Assignment of Note

Re: Loan No.                       
Borrower's Name: Robert A Harvey  
Property Address: 6026 West Stack Drive  
Milwaukee, WI 53219  
Note Date: March 25, 05  
Loan Amount: \$131,200.00

Date 03/25/05

Los Angeles, California

For value received, I hereby transfer, endorse and assign to Countrywide Home Loans, Inc. the within Note and Deed of Trust securing the same, so far as the same pertains to said Note, without recourse.

ARMAS FUNDING CORPORATION, DBA ARMAS, Home Loan

X \_\_\_\_\_  
Assistant Secretary

X Melinda Nelson  
Assistant Secretary Melinda Nelson

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC.  
BY: Michele Sjolander  
MICHELE SJOLANDER  
EXECUTIVE VICE PRESIDENT

DOC.# 10167658

RECORDED  
10/03/2012 08:55AM

JOHN LA FAVE  
REGISTER OF DEEDS  
MILWAUKEE COUNTY, WI  
AMOUNT: \$30.00

FEE EXEMPT #: 0

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

STATE BAR OF WISCONSIN  
FORM 14 - 1982  
ASSIGNMENT OF MORTGAGE

Document Number

Countrywide Home Loans, Inc., Assignor, for a valuable consideration, assigns to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWABS, Inc., Asset-Backed Certificates, Series 2007-SEA2 the mortgage executed by Robert A. Harvey to Aames Funding Corporation dba Aames Home Loan on the 25th day of March, 2006, the aforementioned mortgage being assigned when recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, on the 11th day of April, 2006, as Document Number 09216426. The property encumbered by said mortgage is described as follows:

LOT 1 AND THE SOUTH 3 FEET OF LOT 2, IN BLOCK 5, IN PARKWAY MEADOWS, BEING A RESUBDIVISION OF LOTS 9 TO 14 INCLUSIVE, IN BLOCK 3 MONTANA FLATS, BLOCK 4, PART OF LOTS 3 AND 4, BLOCK 3, HAWLEY PARK, PART OF LOT 4, BLOCK 2, FAIRVIEW MANOR ADDITION NO. 3, PART OF LOT 6, BLOCK 5, CONSOLIDATED HIGHLANDS, PART OF VACATED WEST MONTANA AVENUE; VACATED SOUTH 63RD STREET, AND LANDS IN THE SOUTHEAST 1/4 OF SECTION 10, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS:

Gray & Associates, L.L.P.  
Attorneys at Law  
16345 West Glendale Drive  
New Berlin, WI 53151-2841

514-1254-100-X  
Parcel Identification Number (PIN)

Street address: 6026 W Stack Dr, Milwaukee, WI 53219-3052

Dated this 24<sup>th</sup> day of September, 2012.

Countrywide Home Loans, Inc.

[Signature] (SEAL)  
Yanica Reshay Dial  
Assistant Vice President (A/VP)

ACKNOWLEDGMENT

State of Texas  
County of Dallas

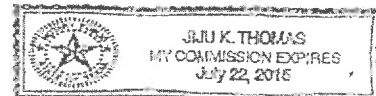
On September 24, 2012, before me,  
[Signature], Notary Public [insert name and title of officer]

Personally appeared  
Yanica Reshay Dial, A/VP, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (SEAL)  
J. J. K. THOMAS

THIS INSTRUMENT WAS DRAFTED BY  
Duncan C. Delhey / Gray & Associates, L.L.P.  
Robert A. Harvey, 045957F01

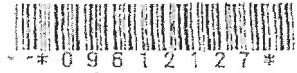


\* Names of persons signing in any capacity should be typed or printed below their signatures

ASSIGNMENT OF REAL ESTATE MORTGAGE

STATE BAR OF WISCONSIN  
Form No. 14 - 1982

EXHIBIT C



DOC.# 09612127

CORPORATION ASSIGNMENT OF MORTGAGE

Document Title

REGISTER'S OFFICE | SS Milwaukee County, WI

RECORDED 06/11/2008 10:45AM

JOHN LA FAVE

REGISTER OF DEEDS

AMOUNT: 13.00

FEE EXEMPT 77.25 #: 0

Recording Area

Recording requested by: AAMES FUNDING CORPORATION DBA AAMES HOME LOAN

When recorded mail to: COUNTRYWIDE HOME LOANS, INC DOCUMENT PROCESSING MS: SV-79 PO BOX 10423 VAN NUYS, CA 91499-6211 Attn: ASSIGNMENT UNIT

5141254100X0

Parcel Identification Number (PIN)

Branch/Source Code:

Doc. ID/ Commitment#

For value received, the undersigned, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, 350 S. Grand Avenue, 42nd Floor, Los Angeles, CA 90071, hereby grants, assigns and transfers to:

Countrywide Home Loans, Inc. 1800 Tapo Canyon Road, Simi Valley, CA 93063

All its interest under that certain Mortgage dated 3/25/06, executed by: ROBERT A HARVEY, Mortgagor as per MORTGAGE recorded as Instrument No. 09216426 on 3-25-06 in Book Page of official records in the County Recorder's Office of MILWAUKEE County, WISCONSIN. Original Mortgage \$131,200.00 6025 WEST STACK DRIVE, MILWAUKEE, WI 53219

(See page attached hereto for Legal Description)

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: 04/02/2007

AAMES FUNDING CORPORATION DBA AAMES HOME LOAN

By: [Signature] Melissa Taylor, Assistant Secretary

State of California County of Ventura

On 04/02/2007 before me, Brandy L. McKay, personally appeared Melissa Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their duly authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted, executed the instrument. Witness my hand and official seal.

Signature: [Signature] Brandy L. McKay

Prepared by: Kathie Tepoxtecatt 1800 TAPO CANYON ROAD SV-79C SIMI VALLEY, CA 93063 Phone#: (805) 577-4765 Ext: 4765

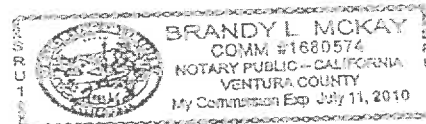


EXHIBIT "A"

LEGAL DESCRIPTION RIDER

Lot 1 and the South 5 feet of Lot 2, in Block 5, in Parkway Meadows, being a Re-Subdivision of Lots 9 to 14 inclusive, in Block 3 Montana Flats, Block 4, Part of Lots 3 and 4, Block 3, Hawley Park, part of Lot 4, Block 2, Fairview Manor Addition No. 3; part of Lot 6, Block 5, Consolidated Highlands, part of vacated West Montana Avenue; Vacated South 63rd Street, and lands in the Southeast 1/4 of Section 10, in Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:  
Address: 6026 W. Stack Drive, Milwaukee, WI 53219  
Parcel Identification No. 514-1254-100-X