

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: BMO Harris vs John R Talensky et al
2019 CV 008347

Date: 11-6-19

- In-person
 - Process Server
 - Claimant
 - Other _____

By mail

By email

By fax

Received by: *[Signature]*

- Hand deliver to: Ann Marie or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes No

FILED
10-30-2019
John Barrett
Clerk of Circuit Court
2019CV008347
Honorable Judge Annmarie
Perez-J2
Branch 32

STATE OF WISCONSIN

CIRCUIT COURT

CITY OF WEST ALLIS

BMO HARRIS BANK, N.A.,
as successor by acquisition to M&I Mortgage Corporation,
111 West Monroe Street, 4th Floor
Chicago, IL 60603;

Plaintiff

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$10,000.00

vs.

JOHN R. JALENSKY and MARIA C.
CARAVELLO, Husband and Wife,
2242-2244 South 62nd Street
West Allis, Wisconsin 53219; and

CITY OF WEST ALLIS,
c/o City Clerk
7525 West Greenfield Avenue
West Allis, Wisconsin 53214; and

ALVERNO COLLEGE,
c/o Andrea J. Lee
3400 S. 43rd Street
P.O. Box 343922
Milwaukee, WI 53234,

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within (30) days of receiving this summons, you must respond with a written answer as that answer is used in chapter 802 of the Wisconsin Statutes as the complaint. You must now select or disregard an answer that answers or denies the requirements of the statute on the form. If you fail to do so, a default judgment may be entered against you. If you fail to do so, a judgment may be entered against you. If you fail to do so, a judgment may be entered against you.

complaint. The answer must be sent or delivered to the court, whose address is:

Clerk of Circuit Court
Milwaukee County Courthouse
901 North Ninth Street
Milwaukee, Wisconsin 53233

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213

You may have an attorney help or represent you.

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

Dated at Wauwatosa Wisconsin, this October 7, 2019.

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
State Bar No. 1017869

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 777-1591

FILED
10-30-2019
John Barrett
Clerk of Circuit Court
2019CV008347
Honorable Laura Annung
Perez-32
Branch 32

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

BMO HARRIS BANK, P.L.A.,
as successor by acquisition to M&J Mortgage Corporation,
111 West Monroe Street, 4th Floor
Chicago, IL 60603;

Plaintiff.

vs.

JOHN R. JALENSKY and MARIA C.
CARAVELLO, Husband and Wife,
2242-2244 South 62nd Street
West Allis, Wisconsin 53219; and

CITY OF WEST ALLIS,
c/o City Clerk
7525 West Greenfield Avenue
West Allis, Wisconsin 53214; and

ALVERNO COLLEGE,
c/o Andrea J. Lee
3400 S. 43rd Street
P.O. Box 343922
Milwaukee, WI 53234,

Defendants.

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$10,000.00

COMPLAINT

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is incorporated and identified as Defendant 1 which is attached herewith and incorporated herein by reference to Exhibit A which is attached herewith and incorporated herein by reference to Exhibit B.

2. That defendant 1 is a corporation organized under the laws of the State of Wisconsin and is a corporation organized and incorporated herein by reference to Exhibit C which is attached herewith and incorporated herein by reference to Exhibit D.

herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and purchase money mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.

3. That copies of assignment(s) of said mortgage is attached hereto as Exhibit(s) 3, and is incorporated herein by reference as if set forth in full herein. That said assignment(s) has been recorded in the office of the Register of Deeds for this County. That plaintiff is the servicer of the loan and is authorized to act on behalf of the holder of the note and is mortgagee of record. That Federal National Mortgage Association is the owner of said note and BMO Harris Bank, N.A., is the servicer per a contract with Federal National Mortgage Association.

4. That the defendants, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

Lot Eleven (11) and the North One-half (1/2) of Lot Twelve (12), in Block Two (2), in JOSEPH JUNEAU SUBDIVISION NO. 2, in the Southeast One-quarter (1/4) of Section Three (3), in Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, Wisconsin. More commonly known as 2242 - 2444 South 62nd Street. Tax Key No: 475-0357-000

***Note: Tax Key Number and Address are shown for informational purposes only.*

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of October 1, 2019 the following

Principal	\$40,988.28
Interest	\$7,202.56
Reserve Advanced	\$10,927.00

and the sum of \$59,117.84 is due and owing to plaintiff on said mortgage note and mortgage as of October 1, 2019. The sum of \$59,117.84 is due and owing to plaintiff on said mortgage note and mortgage as of October 1, 2019.

That payments pursuant to said mortgage note and mortgage are due from November 1, 2017

7. 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 note and mortgage herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;

2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;

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

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

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 pendency of this action and that this relief continues until judgment is concluded; and

6. 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 pendency of this action and that this relief continues until judgment is concluded; and

7. 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 pendency of this action and that this relief continues until judgment is concluded; and

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

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
State Bar No. 1017869
BMO v. Jalensky

POST OFFICE ADDRESS:

Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

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

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

1. O'Dess and Associates, S.C. is the creditor's and the servicer's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of October 1, 2019, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. Federal National Mortgage Association is the creditor to which the debt is owed and BMO Harris Bank, N.A., is the servicer for the creditor.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt is not yours, or that you dispute O'Dess and Associates, S.C. will gladly verify the validity of the debt and respond to the appropriate law firm or creditor.

7. If the creditor is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

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

SCHEDULE I

Plaintiff

1. That the plaintiff, BMO Harris Bank, N.A., as successor by acquisition to M&I Mortgage Corporation, is a national bank, duly organized and existing under the laws of the United States of America, with its offices located at 111 West Monroe Street, 4th Floor, Chicago, IL 60603. That BMO Harris Bank, N.A., is the servicer for Federal National Mortgage Association. That Federal National Mortgage Association is a federally chartered corporation, duly organized and existing under the laws of the United States of America, with its offices located at Granite Park VII, 5600 Granite Parkway, Plano, TX 75024.

Defendants

2. That the defendants, John R. Jalensky and Maria C. Caravello, husband and wife, is are adult residents of the City of West Allis, County of Milwaukee, State of Wisconsin, residing at 2242-2244 South 62nd Street; that defendants' occupations are unknown.

3. That the defendant, City of West Allis, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 7525 West Greenfield Avenue, West Allis, Wisconsin, Wisconsin; that the defendant has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from John R. Jalensky and Maria C. Caravello, husband and wife to The City of West Allis Department of Development Housing Division for \$11,064.00 dated August 18, 1999 and recorded on September 21, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Document No. 730792.

Judgment docketed in the Office of the Clerk of Courts for Milwaukee County on April 2, 2017, No. 2017SC006457 in favor of Alverno college 3400 S. 13rd Street Milwaukee, WI 53234 plaintiff, vs. Maria Caravella 2242 S. 82nd Street Milwaukee, WI 53219 defendant, in the sum of \$711.50.

FILED
10-30-2019
John Barnett
Clerk of Circuit Court
2019CV0003347

Perez-32
Branch 32

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$80,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Wisconsin Mortgage Corporation, (514) 766-5250.

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."

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 8.7500%.

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

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 10/30/2019. I will make these payments every month until I have paid all of the principal and interest due on this Note. My monthly payments will be applied to interest before principal. If, on 10/30/2020, 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 2001 W. Wisconsin Ave., Suite 100, Madison, WI 53706.

My monthly payments will be in the amount of U.S. \$699.00. If I am late on a payment, I will pay a late fee of \$25.00.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$699.00.

PREPAID AMOUNTS

I have the right to make payments of principal at any time before they are due. I will call this a "prepayment." When I make a prepayment, I will tell the Note Holder in writing and I will give them the money I am paying.

If I make a prepayment or partial prepayment, I will pay a prepayment penalty. The prepayment penalty will be the amount of interest I would have paid on the amount I prepay, less the amount of interest I have already paid on that amount.

If I prepay the entire amount of principal and interest due on this Note, I will pay a prepayment penalty of \$100.00.

If I prepay only part of the amount of principal and interest due on this Note, I will pay a prepayment penalty of \$25.00.

If I prepay the amount of principal and interest due on this Note, I will pay a prepayment penalty of \$100.00.

If I prepay only part of the amount of principal and interest due on this Note, I will pay a prepayment penalty of \$25.00.

If I prepay the amount of principal and interest due on this Note, I will pay a prepayment penalty of \$100.00.

If I prepay only part of the amount of principal and interest due on this Note, I will pay a prepayment penalty of \$25.00.



I will make my monthly payments on the 1st day of each month beginning on the 1st day of the month following the date I receive the Note. I will make these payments every month until I have paid all of the principal and interest and any other charges that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on the date of my payment, I still owe amounts under this Note, I will pay those amounts in full on that date, with the exception of any amounts that are due on a later date.

I will make my monthly payments at 2525 West 124th Street, Minneapolis, MN 55408-0942 or at a different place if required by the Note holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$635.65

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of the 15th calendar day after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately the full amount of principal and interest, the Note Holder will still have the right to demand that I pay in full the amount of principal and interest that I owe.

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

If the Note Holder has required me to pay immediately the full amount of principal and interest, the Note Holder will be paid back by me for all of its costs and expenses in enforcing the Note. These costs and expenses include, for example, reasonable attorney's fees.

7. NOTICE

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

Also a notice of my different address.

Any notice that must be given to the Note Holder concerning this Note will be given to the Note Holder at the address above or at a different address that I give in writing to the Note Holder.



10/30/19

10. 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 obligation of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note may enforce its rights under this Note against each person individually or against all of us together. This means that one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

ALLIANCE 78 10/10

Allonge to Note dated February 26, 1992

in favor of BMO Harris Bank N.A.

and executed by John R. Jalensky and Maria C. Caravello

in the Principal amount of \$80,800.00

Pay to the Order of

WITHOUT RECOURSE

WISCONSIN MORTGAGE CORPORATION

by: *Bolivia Lester*
NAME: *Bolivia Lester*
2019-10-30 10:10:10 AM

ALLONGE TO NOTE

Allonge to Note dated February 26, 1992

In favor of Wisconsin Mortgage Corporation.

and executed by John R. Jalensky and Maria C. Caravello

in the Principal amount of \$80,800.00

Pay to the Order of

WITHOUT RECOURSE

BMO Harris Bank, N.A.

By: Brian Rettler

NAME: Brian Rettler

TITLE: Loss Mitigation Manager

FILED
10-30-2019
John Barrett
Clerk of Circuit Court
2019CV008347
Honorable Laura Gramling
Perez-32
Branch 32

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 8:00 AM

MAR - 9 1992

REEL 2731 IMAGE 1300 731307

REGISTER
OF DEEDS

MOAN NO. [REDACTED]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 26, 1992. The mortgagor is
Zdena K. Jelenky and Karla C. CoraVella, Husband and Wife

("Borrower").

This Security Instrument is given to Wisconsin Heritage Corporation
(414) 786-5250
which is organized and existing under the laws of Wisconsin, and whose address is
2525 North 124th Street, Brookfield, WI 53008-2942 ("Lender").
Borrower owes Lender the principal sum of Eighty Thousand Eight Hundred Dollars and 00/100

Dollars (U.S. \$ 80,800.00). This debt

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on March 1, 2022. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph
to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to
Lender, with power of sale, the following described property located in Milwaukee
County, Wisconsin:

Lot Eleven (11) and the North 1/2 of Lot (12) in Block Two (2) in
Joseph Junken Subdivision No. 1 in the County of Milwaukee, Wisconsin, ("Property")
in Township Six (6) North, Range One (1) East, Milwaukee County, Wisconsin.

TAX KEY NO. 475 0357

OFFICE OF MILWAUKEE COUNTY REGISTER

RECORDED AT 8:00 AM

REC-2731 (RAD) 1301

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest, object, fails the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion tend to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which attains priority over this Security Instrument, Lender may give Borrower a notice identifying the lien, and may, without delay, take one or more of the actions set forth above within 90 days of the date of the notice.

ATTN: 2731 184 1304

for the period that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. Mortgage Insurance. If Lender required mortgage insurance, the obligation of making such payment shall be a condition of this Security Instrument. Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, at any time, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall be obligated to obtain coverage substantially equivalent to the mortgage insurance previously in effect. The amount of the premium shall be the cost to Borrower of the mortgage insurance previously in effect, plus an administrative fee equal to the cost to Borrower of the mortgage insurance previously in effect, from the alternate mortgage insurer which Lender, if substantially equivalent mortgage insurance coverage is not available, shall select. The amount of the premium shall be equal to one-twelfth of the yearly mortgage insurance premium. If available to be in effect, Lender will accept, as a condition of this Security Instrument, the mortgage insurance coverage provided by the alternate mortgage insurer.

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If insurer approved by Lender again becomes available and is obtained Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

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

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

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

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

13. Prepayment Charges. If the loan secured by this Security Instrument is subject to law which requires prepayment charges, and that law is finally interpreted so that the interest or other charges collected on the loan in connection with the loan exceed the permitted limits, then: (a) any prepayment charges 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 is made, the interest on the Note shall be reduced as a partial prepayment, and without any prepayment charge under the Note.

14. Notices. Any notice to Borrower or other party in this Security Instrument shall be given by delivering the notice to the address set forth in the Note, or by electronic mail if the notice is sent by electronic mail, or by first class mail, return receipt requested, if the notice is sent by first class mail. If the notice is sent by electronic mail, the notice shall be deemed to have been received by the recipient on the date the notice is transmitted by electronic mail. If the notice is sent by first class mail, the notice shall be deemed to have been received by the recipient on the date the notice is delivered to the carrier for mailing. If the notice is sent by first class mail and the recipient is a natural person, the notice shall be deemed to have been received by the recipient on the date the notice is delivered to the carrier for mailing. If the notice is sent by first class mail and the recipient is not a natural person, the notice shall be deemed to have been received by the recipient on the date the notice is delivered to the carrier for mailing.

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

... shall be given one confirmed copy of this note and of this Security Instrument.

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

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

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

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

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

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

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

21. **UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall also inform Borrower of the right to reinstate after acceleration and the right to bring a lawsuit to enforce the Security Instrument. If the notice is given to Borrower before the date specified in the notice, the notice shall specify the date by which the default must be cured.

1-4 FAMILY RIDER
ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 25th day of February, 2019, 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 Note to Wisconsin Mortgage Corporation, (414) 766-5250 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2212-44 South 62nd Street, Wauwatosa, WI 53217

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not sell, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the insurance for which insurance is required by Uniform Commercial Code.

ASSIGNMENT OF RENTS. Borrower hereby assigns to Lender all rents, issues and profits payable to or for the benefit of Borrower from the Property, whether or not such rents, issues and profits are presently payable, and whether or not such rents, issues and profits are presently due, and whether or not such rents, issues and profits are presently being received by Borrower.

ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all rights, interests and obligations of Borrower under any lease, contract or agreement for a lease, whether or not such lease, contract or agreement is presently in effect, and whether or not such lease, contract or agreement is presently being performed by Borrower.

ASSIGNMENT OF SECURITY DEBT. Borrower hereby assigns to Lender all rights, interests and obligations of Borrower under any security debt, whether or not such security debt is presently in effect, and whether or not such security debt is presently being performed by Borrower.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Security Instrument.




 Borrower

Foreclosure Mediation Program

Notice of Availability of Mediation

What is the foreclosure mediation program?

Your county's Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services, Inc. (MMMS) and is part of the Wisconsin Foreclosure Mediation Network (WFMN). This Program has the support of your County Circuit Court.

The Program is available to assist homeowners facing a mortgage foreclosure action filed in County Circuit Court. 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-to-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 County Circuit Court. 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 received the Mediation Request Form. This form is also available through your local Clerk of Circuit Courts website and at <http://MediateWisconsin.com>. You should complete and send your request form to the program within 20 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 Mediation Request Form, the Program Administrator will refer a housing counseling agency or documents specialist to you via mail or email. Your second step is to contact your housing counselor or documents specialist to set up a meeting for compiling a complete loan modification application. Once complete, the housing counselor or documents specialist sends the loan modification application directly to the Program Administrator. Your third step is to pay the Program fee by mailing your check or money order to MMMS at P.O. Box 633, Milwaukee, WI 53201 or by calling our office at 414-939-8800 or toll-free at 877-721-6262 with your 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 \$300 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, particularly when prior refinances/modifications didn't work out.

While entry into the Foreclosure Mediation Program is voluntary for both parties, by consenting, the parties agree to abide by the process set forth in the court's local rules.

If the Lender declines the invitation to mediate, the Program Administrator will refund all but \$50 of your mediation application fee. The \$50 is non-refundable and used to off-set program administrative costs. If the Lender agrees to mediate, the entire fee is non-refundable.

How can the Housing Counselor help?

To increase the chance of success at mediation, you are matched with a housing counselor or documents specialist in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. Documents Specialists are specially trained to help you compile the forms and documentation necessary to submit a complete financial documents package to your mortgage servicer. If you do not take this step, the mediation cannot proceed.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor/documents specialist. You and your lender must each pay a non-refundable Program fee before the case can be scheduled for mediation. The homeowner fee for cases involving Milwaukee County properties is \$100 and for all other counties administered by MMMS, the fee is \$200. The Lender fee for all cases administered by MMMS is \$300. To make your payment you may mail a check or money order to MMMS, P.O. Box 633, Milwaukee, WI 53201. You may also pay with credit or debit card by phone at 414-939-8800 or toll-free at 877-721-6262.

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time-period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

Do you need a lawyer to participate in the mediation program?

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney.

You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 to obtain the names of attorneys who may be able to assist you. You may also try the following legal aid organizations based on geographic area: Wisconsin Judicare at (715) 842-1681; Legal Aid Society of Milwaukee at (414) 727-5300, and Legal Action of Wisconsin at (800) 236-1127. Income restrictions may apply.

If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

Where can I find additional foreclosure resources?

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

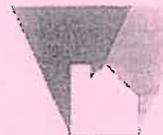


Foreclosure Mediation Request Form

Within 20 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Foreclosure Mediation Program Administration by:



**METRO MILWAUKEE
FORECLOSURE
MEDIATION**



**WISCONSIN
FORECLOSURE
MEDIATION
NETWORK**

Mail: P.O. Box 633, Milwaukee, WI 53201
Email: apply@mediatewisconsin.com
Fax: (414) 939-8803
Contact us with any questions at:
Phone: (414) 939-8800 or Toll Free: (877) 721-6262

Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Name of County where this home is located:	
Mailing address (if different):	
Number of units you own at property location:	
Email address:	
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Case Number (located on your Summons): 20 CV	
Date you received the Summons and Complaint:	
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, BK Case Number:	
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:	
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?	
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Continued on page 2

Rev. 9/1/2012

What is your annual household income? _____ Female Head of Household? Yes No

What is the number of people living in your household? _____

What is your Race? African American/Black American Indian/Alaskan Native Asian Native Hawaiian / Pacific Islander White

What is your Ethnicity? Hispanic or Latino Not Hispanic or Latino

How did you hear about the Foreclosure Mediation Program?

Colored forms attached to summons (pink, yellow or green)

Take Root Milwaukee Hotline

Website (which one): _____

Housing Counselor (Name): _____

Other (please explain): _____

Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. (MMMS). The Program will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication.

I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through the Program-designated online Portal.

I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.

Property Owner's Signature

Date

Property Owner's Signature

Date

PLEASE NOTE: You are not "in mediation" until you have completed all three steps below. Once you have fully completed all three steps, you will be considered "in mediation."

Step 1:	Step 2:	Step 3:
<p>Within 20 days from the date you were served with the foreclosure summons and complaint, complete the attached Request form and return it to the Foreclosure Mediation Program Administration:</p> <p>Mail: P.O. Box 633, Milwaukee, WI 53201 Email: apply@mediatewisconsin.com Fax: (414) 939-8803</p> <p>Contact us with questions at: Phone: (414) 939-8800 / Toll Free: (877) 721-6262</p> <p><i>If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.</i></p>	<p>Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package.</p> <p>Promptly collect and deliver to them all of the items they request. This step is critical.</p> <p>This should be done within two (2) weeks or sooner.</p>	<p>Pay the Program fee of \$100 (for Milwaukee County properties only), or \$200 (for properties in Ashland, Dane, Dodge, Marathon, Portage, Sauk, Waukesha & Wood Counties, or any other county MMMS administers) by check, money order to MMMS or to make a credit/debit card payment call (414) 939-8800 or call toll free at (877) 721-6262.</p> <p>Please contact us to discuss installment payments, if needed.</p>

The Foreclosure Mediation Program
Process Description

A. Goal. The Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services (MMMS) and is patterned after the Wisconsin Foreclosure Mediation Network (WFMN) Model. The goal of the Program is to assist parties in determining, within a reasonable timeframe, whether foreclosure can be avoided by an alternate mutually agreeable arrangement, such as a loan modification or repayment plan, or to allow for a graceful exit from the property. The Program seeks to achieve this goal by structuring the collection and exchange of information to prepare the parties for their mediation session. The neutral and impartial mediator then guides and summarizes the communications so that parties gain a complete and clear understanding of any options that may exist, or the reasons retention options are not available.

B. Eligibility. The Program is available to parties to a first or second mortgage foreclosure action involving a one-to-four family residential property. The homeowner need not reside in the property, but they may not own more than four other rental properties. This is consistent with the eligibility criteria established by the U.S. Treasury's Making Homes Affordable loan modification program. In addition, the action must be pending in a participating county. Vacation properties or "seasonal homes" are not eligible, nor are homes subject to bankruptcy protection.

C. Request/Consent Process:

1. Mediation Request Form. To initiate the mediation process, either party may make a request. The homeowner's request must utilize the "Mediation Request Form." Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency/documents specialist to the homeowner by mail or email. The homeowner's second step is to contact the housing counselor/documents specialist to set up a meeting for compiling a complete financial package. Once complete, the housing counselor/documents specialist sends the package directly to the Program Administrator. The homeowner's third step is to pay the application fee by check (\$100

for Milwaukee County/\$200 for all other counties administered by MMMS), money order or credit/debit card payment.

If the homeowner does not complete all three steps within 60 days from receipt of the Mediation Request Form, in the absence of extenuating circumstances, the application will be deemed inactive.

2. Lender's Consent. After the homeowner has completed all three application steps, the Program Administrator will notify Lender's counsel and request Lender's participation, seeking a response within 10 business days. Lender's non-refundable fee of \$300 is due at the time of consent. If no response is received within 30 days, the Program Administrator will notify the Court that Lender has not responded and will close the mediation.

D. Mediation Preparation/Document Exchange:

1. On-line Portal. By consenting, Lender agrees to utilize an Administrator-selected secure internet-based portal to:

- a. Post the lender required loan modification application forms and requirements,
- b. Receive the homeowner's loan modification package documents and
- c. Exchange messages about any outstanding documents or information.

2. Initial Submission of Loan Modification Request Packet ("Financial Package"). Within 2 business days of lender's consent, the Program Administrator will send the homeowner's financial package to the lender, either through the Portal or lender's counsel.

3. Notice of Deficient Package and (Lender's Confidential Loan Data Sheet). Within 5 business days after receipt of homeowner's initial submission of information, Lender shall:

- a. Notify the Program Administrator of any known deficiencies, including any missing information or documentation required for the loan modification application to be complete.

4. **Supplemental Submission.** Within 10 days from the date of the Lender's notification of deficiencies in the financial package, homeowner shall submit supplemental information or documents. This deadline may be extended for compelling circumstances beyond the homeowner's control.

5. **Notice of Commencement of Review Period.** When no outstanding Lender requests for information or documents remain, the Program Administrator will send a Notice to the Court advising that:

- a. The Homeowner has delivered to Lender, via Program Administrator, a completed application for a loan modification;
- b. Lender is reviewing the application for alternatives to foreclosure; and
- c. The next scheduled mediation activity.

E. Mediation Session

1. **Assignment of Mediator.** At the time of the Initial Submission, the Program Administrator will assign a trained neutral and impartial mediator, who will utilize the facilitative style of mediation, refraining from directing or advising the parties, and will abide by the Uniform Model Standards of Mediator Conduct.

2. **Attendance by Parties with Authority.** By consenting, Lender agrees to designate a representative with knowledge of all of the Lender's loss mitigation programs either with full authority to make a determination on the homeowner's request or access to persons having such authority. Such representative may appear via video or teleconference. All attorneys will appear in person or via videoconference (if such accommodations are available). Absent prior arrangements, all mortgagors and the mediator must be present at the mediation session. If subsequent mediation sessions are scheduled, all appearance may be by teleconference.

3. **Confidentiality and Privilege.** All communications made by the parties, attorneys and other participants at or in connection with the mediation shall be privileged and not reported, recorded or placed into evidence, or

made known to the Court or construed for any purposes to be an admission. The Mediator will keep confidential all statements made during the mediation session and will report to the Court only the results of the mediation or the procedural status of the mediation case.

4. **Scope of Subject Matter.** The mediation session may include negotiation of a modification of the homeowner's loan, whether by new payment terms, reduction or forgiveness in principal, interest, escrow shortage or advanced costs, surrender or sale of the mortgaged property or otherwise. Disputes of the amount due, application of payments, or other claims are within the scope of mediation only if both parties expressly make such election.

5. **Close of Mediation.** The Mediator shall cause the mediation process to conclude when:

- a. The homeowner has withdrawn from the mediation process,
- b. The Lender has reached a determination about the Homeowner's eligibility for a loan modification and the Homeowner has been afforded an opportunity to discuss the determination during a mediation session, or
- c. The Homeowner has failed, after 10 business days, to supply information or documents identified as outstanding by the Lender and the Lender has requested that mediation be closed.

The Program Administrator shall send to the Court a Final Mediation Report no later than 10 days after the conclusion of the mediation.

Foreclosure Mediation Program
Administration
P.O. Box 623
Milwaukee, WI 53201

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(877) 721-6262 (toll free)
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