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DEC 05 2014

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

MILWAUKEE COUNTY
CITY OF WEST ALLIS
CITY CLERK

14CV010087

WATERSTONE BANK SSB f/k/a
WAUWATOSA SAVINGS BANK
a domestic corporation,
11200 West Plank Court
Wauwatosa, WI 53226

SUMMONS

Plaintiff,

Case No. _____

vs.

Case Code 30404
Foreclosure of Mortgage

GLADYS S. ALVARADO
a/k/a GLADYS S. MUNOZ
8910 Oak Street
Boynton Beach, FL 33436

UNKNOWN SPOUSE OF
GLADYS S. ALVARADO
a/k/a GLADYS S. MUNOZ
8910 Oak Street
Boynton Beach, FL 33436

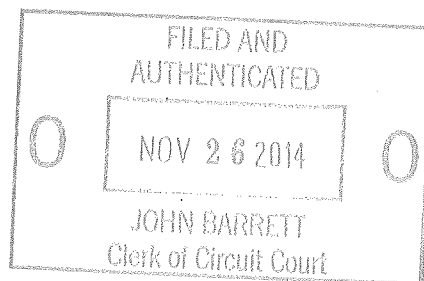
WISCONSIN ELECTRIC POWER COMPANY
a domestic business,
c/o Keith H. Ecke
231 West Michigan Street P240
Milwaukee, WI 53203

WISCONSIN GAS LLC
a domestic limited liability company,
c/o Keith H. Ecke
231 West Michigan Street P240
Milwaukee, WI 53203

CITY OF MILWAUKEE
a municipality,
City Hall Room 800
200 East Wells Street
Milwaukee, WI 53202

WEST ALLIS CITY
a municipality,
7525 West Greenfield Avenue
West Allis, WI 53214

Defendants.



HON. MARY M. KUHNBUENCH, BR. 5
CIVIL I

*12-5-14
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[Signature]*

THE STATE OF WISCONSIN

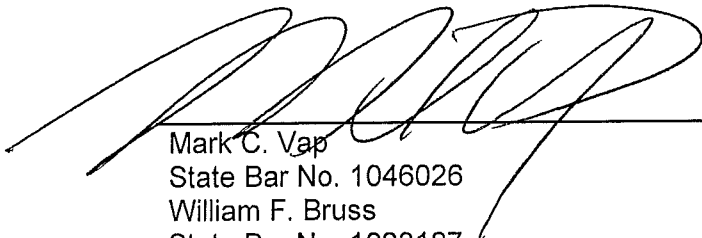
TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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 20 days of receiving this summons (45 days if you are the State of Wisconsin or an agency of the State of Wisconsin, and 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 901 North 9th Street, Milwaukee, WI 53233 and to the plaintiff's attorney, whose address is 11200 West Plank Court, Suite 100, Wauwatosa, WI 53226. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (45 days if you are the State of Wisconsin or an agency of the State of Wisconsin, and 60 days if you are the United States of America), 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 this 24th day of November, 2014.



Mark C. Vap
State Bar No. 1046026
William F. Bruss
State Bar No. 1023187

Attorneys for Plaintiff WaterStone Bank SSB

P.O. ADDRESS:

11200 West Plank Court
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(414) 258-9016 - Facsimile

WATERSTONE BANK SSB
f/k/a WAUWATOSA SAVINGS BANK
a domestic corporation,
11200 West Plank Court
Wauwatosa, WI 53226

COMPLAINT

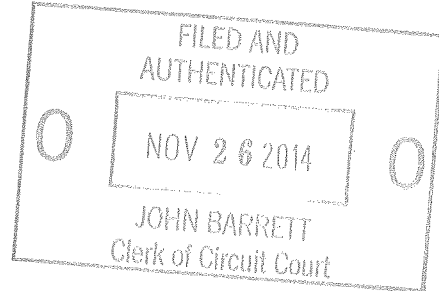
Plaintiff,

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CITY OF MILWAUKEE
a municipality,
City Hall Room 800
200 East Wells Street
Milwaukee, WI 53202

WEST ALLIS CITY
a municipality,
7525 West Greenfield Avenue
West Allis, WI 53214

Defendants.

The plaintiff, by its attorney, Mark C. Vap, as a Complaint against the defendants alleges as follows:

1. Plaintiff: The plaintiff is WaterStone Bank SSB f/k/a Wauwatosa Savings Bank which has a principal office at 11200 West Plank Court, Wauwatosa, WI 53226, and is a domestic corporation engaged in the savings bank business.

2. Mortgagor Defendant: The person ("Mortgagor") obligated by the Mortgage Note, Mortgage, and other loan documents described below is identified as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>BUSINESS</u>
Gladys S. Alvarado a/k/a Gladys S. Munoz	8910 Oak Street Boynton Beach, FL 33436	Unknown

3. Mortgage Note and Mortgage Data: The Mortgage Note, Mortgage, and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage
and Mortgage Note: July 28, 2005

Mortgage Recorded:

Date: August 17, 2005
County: Milwaukee
Document No.: 9070459

Loan Extension Agreement dated June 20, 2011.

Copies of the Mortgage Note, Mortgage and Loan Extension Agreement are attached hereto as Exhibits A, B and C, respectively, and incorporated herein by reference.

4. Other Defendants: The following defendants may claim interests in the property subject to this foreclosure action which interests, if any, are subordinate and inferior to that of the plaintiff; their names, residences, occupations, and reason for being named as defendants are set forth as follows:

a. Unknown spouse of Gladys S. Alvarado a/k/a Gladys S. Munoz is made a defendant for the reason that he may claim an interest in the property subject to this foreclosure action by virtue of all rights, claims, and interest he may have in the property subject to this foreclosure action under the marital property laws of the State of Wisconsin as spouse of Gladys S. Alvarado a/k/a Gladys S. Munoz.

b. Wisconsin Electric Power Company, a domestic business, is made a defendant for the reason that it may claim an interest in the property subject to this foreclosure action by virtue of:

- i. A judgment docketed in the Circuit Court for Milwaukee County on August 14, 2014, in Case No. 14CV2837, in its favor and against Gladys S. Munoz.
 - ii. A judgment docketed in the Circuit Court for Milwaukee County on August 14, 2014, in Case No. 14CV2837, in its favor and against Gladys S. Munoz.
- c. Wisconsin Gas LLC, a domestic limited liability company, is made a defendant for the reason that it may claim an interest in the property subject to this foreclosure action by virtue of:
- i. A judgment docketed in the Circuit Court for Milwaukee County on August 14, 2014, in Case No. 14CV2837, in its favor and against Gladys S. Munoz.
 - ii. A judgment docketed in the Circuit Court for Milwaukee County on August 14, 2014, in Case No. 14CV2837, in its favor and against Gladys S. Munoz.
- d. City of Milwaukee, a municipality, is made a defendant for the reason that it may claim an interest in the property subject to this foreclosure action by virtue of:
- i. A judgment docketed in the Circuit Court for Milwaukee County on March 31, 2014, in Case No. 14TJ802, in its favor and against Gladys S. Munoz.
 - ii. A judgment docketed in the Circuit Court for Milwaukee County on October 6, 2014, in Case No. 14TJ1914, in its favor and against Gladys S. Munoz.
- e. West Allis City, a municipality, is made a defendant for the reason that it may claim an interest in the property subject to this foreclosure action by virtue of a judgment docketed in the Circuit Court for Milwaukee County on July 2, 2014 in Case No. 14TJ1306, in its favor and against Gladys Munoz.

5. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of November 1, 2014 is the following:

Principal:	\$76,072.02
Interest:	1,607.03
Late Charges:	50.65
Return Check Charges:	40.00
Escrow Balance:	<u>(2,911.10)</u>
TOTAL DUE:	\$74,858.60

plus interest at the rate of 6.50% per annum from December 1, 2014.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors have failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

6. Plaintiff's Claim: Mortgagor duly executed the Mortgage Note and Mortgage for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note and Mortgage. Mortgagor breached the terms and provisions of the Mortgage Note and Mortgage by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to keep the property free and clear of liens and encumbrances;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note.

7. Sale as a Whole: Upon information and belief the property subject to the Mortgage must be sold as a whole for the best interests of all parties.

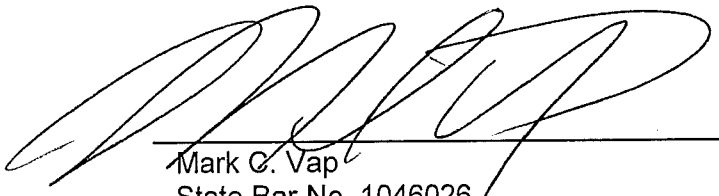
8. Receiver: In order to protect the security interest of the plaintiff, a receiver may be appointed with the power and authority to collect all rents and profits and maintain and preserve the property subject to this foreclosure action.

9. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

10. § 846.103(2) Election: The property subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

WHEREFORE, plaintiff demands Judgment of foreclosure and sale of said mortgaged property as provided by law and in accordance with § 846.103(2) of the Wisconsin Statutes, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes; that the amounts due the plaintiff for principal, interest, taxes, insurance, title expense, costs, disbursements and attorneys fees be adjudged and

determined, as well as the unpaid taxes against said property; that the defendants and all persons claiming under them be barred and foreclosed of all right, title, claim, lien and equity of redemption in said property, except the right to redeem the same as provided by law; that said property be adjudged to be sold unless redeemed within the time and in the manner provided by law; that the amounts due plaintiff with interest thereon to time of sale or redemption and such additional amounts as the plaintiff may advance for payment of taxes, insurance, title expense, maintenance and repairs on said property with interest thereon as allowed by law from the date of Judgment, be paid out of the proceeds of such sale so far as the monies arising out of such sale and proceeds applicable thereto will pay the same; that the defendants be enjoined from committing waste upon said property or doing any other act that may impair the value of the same between the date of said Judgment and the date sale of said property is confirmed by this Court; that in the event there is a sale of said property as aforesaid, all of the defendants and all persons claiming under them be barred and foreclosed of all right, title and equity of redemption in and to said property; and that the plaintiff may have such other and further order, Judgment and relief as is provided by law in such cases and that is just and equitable.



Mark C. Vap
State Bar No. 1046026
William F. Bruss
State Bar No. 1023187

Attorneys for Plaintiff WaterStone Bank SSB

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Wauwatosa, WI 53226

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MORTGAGE NOTE
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of **Ninety Two Thousand and no/100** Dollars, (\$ **92,000.00**), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of **6.500** percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ **581.50** , on the first day of each and every month, commencing **August 1, 2005** . The entire balance shall be fully due and payable on **August 1, 2008** (the "Maturity Date"), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 13B of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

2. INTEREST ON UNPAID BALANCE

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

3. PREPAYMENT PROVISION

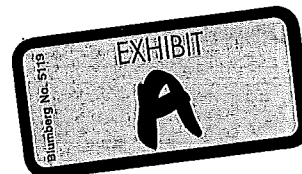
The principal amount of the loan evidenced by the Note (the "Principal") may be prepaid in part or in full at any time provided, however, that Borrower shall pay the Lender, as additional consideration for the loan evidenced by this Note:

- a. An amount equal 3 percent of the original principal amount of the loan if the Principal is prepaid in full on or before first anniversary of the date of this Note;
- b. An amount equal to 2 percent of the original principal amount of this Note if the Principal is prepaid in full at any time after the first anniversary of the date of this Note and on or before the fourth anniversary of the date of this Note; or
- c. An amount equal to 1 percent of the original principal amount of this Note if the Principal is prepaid in full or in part at time after the fourth anniversary of the date of this Note and on or before the fifth anniversary of the date of this Note.

Borrower shall not be required to pay any additional consideration if the Principal is prepaid in part or in full after the fifth anniversary of the date of this Note. However, if the entire Note Debt becomes due prior to said five year period, a prepayment penalty shall not be assessed on account of a prepayment made within 30 days preceding the Maturity Date.

4. ESCROW REQUIREMENTS

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. Escrow funds held by the Bank for yearly taxes and assessments on the Property shall be applied by the Bank for payment of such taxes and assessments in a single lump sum. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.



5. LATE CHARGE

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

6. OTHER CHARGES

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment

provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local,

state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures, financial statements and income tax returns at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

16.WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

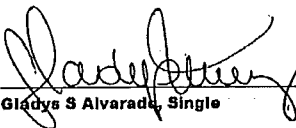
17.SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

18.NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day **July 28, 2005**

 (Seal)
Gladys S Alvarado, Single

2



MORTGAGE

DOCUMENT NUMBER

DOC. # 09070459

REGISTER'S OFFICE | SS
Milwaukee County, WI |

RECORDED 08/17/2005 11:02AM

RETURN TO MORTGAGEE AT:

**WAUWATOSA SAVINGS BANK
11200 W PLANK COURT
WAUWATOSA, WI 53226**

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

PARCEL ID NUMBER

462 1180 3

The undersigned Mortgagor(s): **Loan Number: 11-190711-2**
Gladys S Alvarado A/K/A Gladys S Munoz, Single

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

THE NORTH ONE-HALF (1/2) OF LOT FOUR (4), IN BLOCK ONE HUNDRED TWENTY-EIGHT (128), IN ALLIS SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTH 80 ACRES OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION FIVE (5), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO, AND EASEMENT IN THE NORTH 18 INCHES OF THE EAST 68 FEET OF THE SOUTH ONE-HALF (1/2) OF SAID LOT 4, IN BLOCK 128, FOR A RIGHT-OF-WAY GRANTED BY DEED MARCH 23, 1916, AND RECORDED ON JUNE 4, 1919, IN VOLUME 793 OF DEEDS, ON PAGE 326, AS DOCUMENT NO. 983026, IN THE CITY OF MILWAUKEE. ALSO KNOWN AS 1561 S 2ND ST MILWAUKEE WI. THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of **Ninety Two Thousand and no/100** Dollars(\$ **92,000.00**) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager, to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

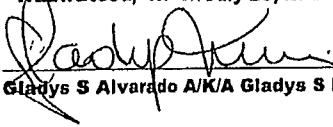


The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at **Wauwatosa, WI on July 28, 2005**

 (Seal)
Gladys S Alvarado A/K/A Gladys S Munoz, Single

STATE OF WISCONSIN
Milwaukee County

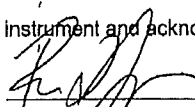
Personally came before me on **July 28, 2005**, the above named
Gladys S Alvarado A/K/A Gladys S Munoz, Single

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by:

W.F. Bruss for
Wauwatosa Savings Bank




Brian T DeLorenzo
Notary Public, **Milwaukee** State of Wisconsin
My Commission Expires: **February 1, 2009**

LOAN EXTENSION AGREEMENT

THIS LOAN EXTENSION AGREEMENT is made this 20th day of June, 2011, between Gladys S Munoz-Alvarado ("Borrower") and WaterStone Bank SSB f/k/a Wauwatosa Savings Bank ("WaterStone").

Recitals

1. WaterStone lent the sum of \$92,000.00 to Borrower evidenced by a Mortgage Note no.11001900-90711 executed by the Borrower to WaterStone dated July 28, 2005 (the "Note"), and secured by a mortgage from Borrower to WaterStone dated July 28, 2005 (the, "Mortgage")

Agreement

WITNESSETH, in consideration of the mutual promises of the parties hereto, the Note and Mortgage are amended, modified, and restated as follows:

1. Contemporaneous with the execution of this Agreement, the maturity date of the Note shall be extended from August 1, 2011 to August 1, 2014 (the, "Maturity Date").

2. Commencing August 1, 2011, the rate of interest charged on the outstanding principal loan balance shall be 6.500%.

3. Commencing August 1, 2011 and continuing on the first day of each and every month through July 1, 2014, the monthly installment payment required pursuant to the Note and Mortgage shall be \$1,103.94 and consist of principal, interest, and real estate tax escrow. The monthly payment may increase or decrease due to an escrow reanalysis and a corresponding increase or decrease in required tax escrow payments. One final balloon payment shall be due on the Maturity Date in an amount equal to the then unpaid principal and accrued and unpaid interest.

4. Except as expressly amended and modified herein, all terms, conditions, and provisions of the Note and Mortgage remain unchanged and of full force and effect.

Dated this 13 day of July, 2011

WaterStone Bank, SSB

BY: Todd Cruciani
Todd Cruciani, Vice President

BY: Gladys S Munoz-Alvarado
Gladys S Munoz-Alvarado, Borrower

