

FILED
01-30-2015

STATE OF WISCONSIN
Wilmington Savings Fund Society, FSB, not
in its individual capacity but solely as
Trustee for the PrimeStar-H Fund I Trust
c/o Statebridge Company, LLC
4600 South Syracuse Street
Denver, Colorado 80237,

CIRCUIT COURT:
File No.
WI140170

MILWAUKEE COUNTY
Clerk of Circuit Court
2015CV000971

Honorable Kevin E. Martens-27
Branch 27

Plaintiff,

SUMMONS

vs.

Juvencio Cruz a/k/a Juvencio Carlos
1124 South 36th Street
Milwaukee, Wisconsin 53215,

Foreclosure of Mortgage: 30404

Elizabeth Carlos
1124 South 36th Street
Milwaukee, Wisconsin 53215,

Wisconsin Electric Power Co.
231 West Michigan Street
Milwaukee, Wisconsin 53203,

City of Milwaukee
200 East Wells Street
Milwaukee, Wisconsin 53202,

LVNV Funding LLC
P.O Box 10584
Greenville, South Carolina 29603,

Citifinancial
4881 South 27th Street
Greenfield, Wisconsin 53221,

West Allis City
7525 West Greenfield Avenue
West Allis, Wisconsin 53214,

and

Unknown tenants, if any
1124 South 36th Street
Milwaukee, Wisconsin 53215,

Defendants.

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 twenty (20) days of receiving this summons if you are an individual, forty-five (45) days of receiving this summons if you are the State of Wisconsin or an insurance company, or sixty (60) days if you are the United States

Process Server: *Cell*
Time: *11:45am* Date: *2-5-15*
Address of serve: *7525 W green*
field one west allis WI
Person Served: *monica shultz*

Personal Substitute
 Posted Corporate

RECEIVED

FEB 05 2015

**CITY OF WEST ALLIS
CITY CLERK**


C: Attorney 2/5/15

or an instrumentality thereof, 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 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 , , and to C. Anthony Crnic, Plaintiff's attorney, whose main office address is 925 E 4th St., Waterloo, IA 50703. You may have an attorney help or represent you.

If you do not provide a proper answer within the time period as stated above, 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: January 29, 2015

KLATT, AUGUSTINE, SAYER,
TREINEN & RASTEDE, P.C
Plaintiff's Attorney

By:  _____

C. Anthony Crnic
State Bar No.: 1090507
925 E 4th St.
Waterloo, IA 50703
Phone: 319-234-2530
Fax: 319-232-6341
E-Mail: tcronic@klatt-law.com

Klatt, Odekirk, Augustine, Sayer, Treinen & Rastede, P.C. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a Chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

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STATE OF WISCONSIN

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Plaintiff,

COMPLAINT

vs.

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1124 South 36th Street
Milwaukee, Wisconsin 53215,

Foreclosure of Mortgage: 30404

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Milwaukee, Wisconsin 53203,

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200 East Wells Street
Milwaukee, Wisconsin 53202,

LVNV Funding LLC
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Greenville, South Carolina 29603,

Citifinancial
4881 South 27th Street
Greenfield, Wisconsin 53221,

West Allis City
7525 West Greenfield Avenue
West Allis, Wisconsin 53214,

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FEB 05 2015

**CITY OF WEST ALLIS
CITY CLERK**

And

Unknown tenants, if any
1124 South 36th Street
Milwaukee, Wisconsin 53215,

Defendants.

The Plaintiff, by its attorney, Klatt, Augustine, Sayer, Treinen & Rastede, P.C., pleads as follows:

1. (Plaintiff) is duly authorized to transact business herein and to bring this action.
2. Defendants Juvencio Cruz a/k/a Juvencio Carlos and Elizabeth Carlos are a married couple.
3. Juvencio Carlos & Elizabeth Carlos (Borrowers) incurred an obligation to Plaintiff or Plaintiff's predecessor-in-interest by executing and delivering a promissory note (Note), a true copy of which is attached as Exhibit A, and is incorporated by reference.

4. Plaintiff is the current holder of the Note.
5. Borrowers defaulted under the terms of the Note by failing to timely make payments. Thus, Plaintiff, at its option as provided in the Note, declared the total amount immediately due and payable. The principal balance due Plaintiff as of 01/01/2015 is \$62,012.06 together with interest from that date.
6. Plaintiff is also allowed to recover fees and costs incurred in servicing the loan including those of collection and foreclosure, including reasonable attorney's fees.
7. The Note is secured by the terms of a mortgage signed by Juvencio Carlos & Elizabeth Carlos (Mortgagors) and duly recorded in the Register of Deeds office for Milwaukee County (Mortgage), a true copy of which is attached as Exhibit B and is incorporated by reference.
8. The Mortgage is now held by Plaintiff by virtue of an assignment of mortgage (AOM), a true copy of said AOM, and any prior recorded AOMs in the chain of title are attached as Exhibit C and are incorporated by reference.
9. The Mortgage grants Plaintiff a lien against the premises as described in the Mortgage (Mortgaged Premises).
10. Wisconsin Electric Power Co. is joined as a defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Judgment -- Case No. 2011SC030007.
11. City of Milwaukee is joined as a defendant due to the following apparent interests in the Mortgaged Premises (type of interest -- identifier): A) Judgment -- Case No. 2009TJ000631 and B) Judgment -- Case No. 2009TJ000032.
12. LVNV Funding, LLC is joined as a defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Judgment -- Case No. 2009SC010945.
13. Citifinancial is joined as a defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Judgment -- Case No. 2006SC041018.
14. West Allis City is joined as a defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Judgment -- Case No. 2010SC021275.
15. Unknown Tenants, if any is joined as a defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Possible Leasehold Interest -- 1124 South 36th Street, Milwaukee, WI 53215.
16. These Defendants liens, if any, are junior, subordinate, and subject to Plaintiff's lien on the Mortgaged Premises.
17. Plaintiff has satisfied all of the conditions precedent to foreclosure as required by the Note and Mortgage or applicable law. A true copy of a notice of a notice of right to cure sent to the appropriate parties is attached as Exhibit D and is incorporated by reference.
18. The Mortgaged Premises consists of a lot with a single family residence thereon located at 1124 South 36th Street, Milwaukee, WI 53215, which is upon information and belief homestead property, and which cannot be sold in part or parcel without injury to the rights of the parties thereto.
19. Upon application of Plaintiff, a receiver should be appointed as provided in the terms of the Mortgage.
20. No proceedings have been had at law or otherwise for the recovery of the sums due under the Note and secured by the Mortgage, except the present action.
21. Plaintiff waives any deficiency judgment against any defendant and the Mortgage Premises are twenty (20) acres or less in area. As a result, Plaintiff elects foreclosure with a six (6) month redemption period, pursuant to Section 846.101 of the Wisconsin Statutes and as authorized by the Mortgage.

WHEREFORE, the Plaintiff demands:

Judgment of foreclosure and sale of the Mortgaged Premises with the Plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action;

That the Court determine the amounts due the Plaintiff from the Borrowers for principal, interest, taxes, insurance, costs of suit and attorney's fees be determined;

That the defendants and all persons claiming under them be barred and foreclosed of all claim, right and equity of redemption of the Mortgaged Premises, except the right to redeem the same before sale as provided by law;

That the judgment provide that all right, title and interest which the defendants and all persons claiming under them have in the Mortgaged Premises be declared to be subsequent, subordinate, and subject to the Mortgage of the Plaintiff;

That the judgment provide that the Mortgaged Premises be sold for payment of the amount due to the Plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale;

That the judgment provide that the proceeds realized from the sale of the Mortgaged Premises be applied to discharge the debt, advances, fees and costs adjudged to be due to the Plaintiff;

That the surplus, if any, be paid into the Court to abide the further order of this Court;

That the defendants and all persons with claims under them be enjoined from committing waste or otherwise doing any act that may impair the value of the Mortgaged Premises from the date of judgment until sale and confirmation;

That upon application to the Court by Plaintiff, a receiver be appointed with power to collect rent and profits arising out of the Mortgaged Premises during the pendency of this action until the sale; and,

That the Plaintiff has such other further judgment, order, or relief as may be considered just and equitable.

Dated: January 29, 2015

KLATT, AUGUSTINE, SAYER,
TREINEN & RASTEDE, P.C.
Plaintiff's Attorney

By: 

C. Anthony Crnic
State Bar No.: 1090507
925 E 4th St.
Waterloo, IA 50703
Phone: 319-234-2530
Fax: 319-232-6341
E-Mail: tcronic@klatt-law.com

Klatt, Augustine, Sayer, Treinen & Rastede, P.C. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a Chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

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

1. Klatt, Augustine, Sayer, Treinen & Rastede, P.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to this firm will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 8 of the Notice.
3. The debt described in the complaint attached hereto will be assumed valid by this firm unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies this firm in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, this firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by this firm.
5. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to this within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by this firm.
6. The law does not require Klatt, Augustine, Sayer, Treinen & Rastede, P.C. to wait until the end of the thirty day period before suing you to collect the 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 the 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.
7. This advice pertains to your dealings with me as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons is a command from the court, not from me, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this letter also does not affect my relations with the court. As a lawyer, I may file papers in the suit according to the court's rules and the judge's instructions.
8. Written request should be addressed to Klatt, Augustine, Sayer, Treinen & Rastede, P.C., 531 Commercial St., Ste. 250, PO Box 2675, Waterloo, IA 50704-2675. Toll-Free: 319-232-3304

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

EXHIBIT

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

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

January 17 2003
(Date)

Milwaukee
(City)

Wisconsin
(State)

1124 South 36th Street
City of Milwaukee, WI 53215
(Property Address)

MAIL- Milwaukee WI 53215

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 75,900.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is M&I Marshall and Ilsley Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625%. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on March 1 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on February 1 2033, 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 M&I Marshall and Ilsley Bank
770 North Water Street Milwaukee, WI 53202
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 436.93. This amount may change

(C) Monthly Payment Changes

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

3502MI.BRM (06/01)

CARLOS, J

WISCONSIN ADJUSTABLE RATE NOTE - ARM 6-2 - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT
Fannie Mae 4-2/5-2/8-2 ARM

Form 3502,50 1/01

822N(WI) 100091,02

VMP MORTGAGE FORMS (9901521 7701



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **February** **1** 2008, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two and Three**
Fourths percentage points (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.625** % or less than **3.625** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.625** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as



this Note, protects the Note Holder from possible losses which might result if I do not keep the promises 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:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

..... (Seal) (Seal)
-Borrower Juvencio Carlos -Borrower

..... (Seal) ELIZABETH CARLOS (Seal)
-Borrower Elizabeth Carlos -Borrower

..... (Seal) (Seal)
-Borrower -Borrower

..... (Seal) (Seal)
Borrower Borrower

[Sign Original Only]

MORTGAGE

DOC # 8470267

DOCUMENT NUMBER

REGISTER'S OFFICE 1 58 Milwaukee County, WI

RECORDED AT 9:29 AM

03-06-2003

NAME & RETURN ADDRESS
M&I Mortgage Corp.
ATTN: Final Documentation Dept.
P.O. Box 478
Milwaukee, WI 53201-0478

JOHN LA FAYE
REGISTER OF DEEDS

AMOUNT 55.00

PARCEL IDENTIFIER NUMBER
436-0228-5

EXHIBIT

B

[Space Above This Line For Recording Data]

REEL 5533

IMAGE 0585

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated January 17 2003 together with all Riders to this document.
(B) "Borrower" is

Juvencio C Cruz, also known as Juvencio Carlos, a married person

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is M&I Marshall and Isley Bank

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

3050.FRM (11/00)

CARLOS, J

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

Form 3050 1/01

6(WI) (0005)

Page 1 of 15

Initials: JC

VMP MORTGAGE FORMS - (800)521-7291 E0



23

Lender's address is 770 North Water Street
Milwaukee, WI 53202

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 17 2003

The Note states that Borrower owes Lender

Seventy Five Thousand Nine Hundred and no/100

Dollars

(U.S. \$ 75,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1 2033

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

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

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

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

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

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

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

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

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

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

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

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

REEL : 5533
PAGE 0586

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Milwaukee

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 30, except the East 30 feet of the South 20 feet thereof, in Block 1, in Johnston Park, in the East 1/2 of the Southwest 1/4 of Section 36, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

REEL 5533
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THIS IS HOMESTEAD PROPERTY

THIS IS A PURCHASE MONEY MORTGAGE
MAIL- Milwaukee WI 53215

which currently has the address of
1124 South 36th Street
City of Milwaukee
("Property Address"):

(City), Wisconsin 53215 (Street)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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Attorneys' Fees (as defined in Section 2.5) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

REEL 5533
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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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



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REEL 5533
PAGE
0594

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right of remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

REEL 5533
IMAGE 0595

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

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

REEL 5593
PAGE 0597

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

Witnesses:

Juvencio Carlos



(Seal)
-Borrower

Elizabeth Carlos

ELIZABETH CARLOS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

REEL 5533

IMAGE 0598

STATE OF WISCONSIN, Milwaukee

The foregoing instrument was acknowledged before me this January

County ss:
17 2003

by
Juvencio Carlos
Elizabeth Carlos

REEL 5833

IMAGE

0599

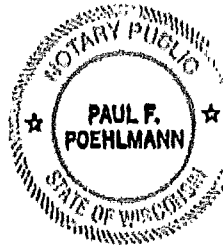
My Commission Expires *signature*

Paul F. Poehlmann

Notary Public, State of Wisconsin

Paul F. Poehlmann

This instrument was prepared by
Peggy A. Metevia, Vice President
M&I Mortgage Corp.



EXHIBIT

C

DOC. # 10420272

RECORDED
12/16/2014 02:33PM

JOHN LA PAVI
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: \$30.00

Return To:

Document Recording Services
PO Box 3008
Tallahassee, FL 32315
Loan # 104000551
RC# 279713

FREE EXEMPT #: 0

U
***This document has been
electronically recorded by the
Register of Deeds Office.

Prepared by:
Matthew J. Kovacich
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

Loan No. 9500383831

TAX I.D. # 436-0228-5
Address: 1124 South 36th St, Milwaukee, WI 53215



ASSIGNMENT OF MORTGAGE

BMO Harris Bank National Association, as successor-in-interest to M&I Marshall & Ilsley Bank ("Assignor"), hereby grants, bargains, assigns, sells, transfers, and sets over, without recourse, representations or warranties of any kind whatsoever (except as set forth in that certain Loan Sale Agreement dated as of June 6, 2014 by and between Assignee (as defined below) and Assignor), to the order of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee of the PrimeStar-H Fund I Trust, whose address is PO Box 447, Odessa, FL 33556 ("Assignee"), all of Assignor's right, title and interest in and to that certain Mortgage made by Juvenio C. Cruz, also known as Juvenio Carlos, a married person, and Elizabeth Carlos, in favor of Assignor dated January 17, 2003 and recorded with the Register of Deeds of Milwaukee County, Wisconsin on March 6, 2003, as Document No. 8470267, REEL 5533 IMAGE 0585, encumbering the real property located in the County of Milwaukee, State of Wisconsin, legally described as follows:

See Exhibit A attached hereto.

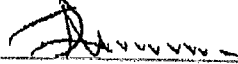
TOGETHER with the note therein described or referred to, and all amendments thereto, the money due and to become due thereon with interest, and all rights accrued or to accrue under this instrument.

TO HAVE AND TO HOLD the same unto Assignee, and its assigns forever.

[Signature on the following page]

IN WITNESS WHEREOF, the undersigned has executed this instrument by its duly authorized officer, this 23rd day of September, 2014.

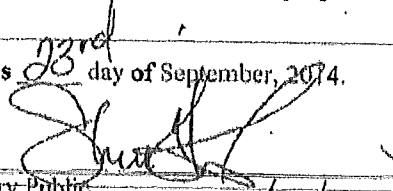
**BMO HARRIS BANK NATIONAL
ASSOCIATION**

By: 
Name: Gregg Lausman
Title: Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Gregg Lausman, as Vice President of BMO Harris Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the instrument as his/her free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of September, 2014.


Notary Public
My commission expires: 3/20/2015

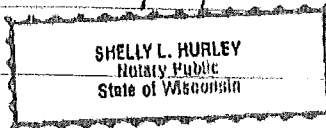


EXHIBIT A

LEGAL DESCRIPTION

Lot 30, except the East 30 feet of the South 20 feet thereof, in Block 1, in Johnston Park, in the East 1/2 of the Southwest 1/4 of Section 36, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



August 12, 2014

EXHIBIT

D

ELIZABETH CARLOS
1124 S 36TH ST
MILWAUKEE, WI 53215

NOTICE OF INTENT TO ACCELERATE - LOAN [REDACTED]

Dear ELIZABETH CARLOS,

This letter shall serve as notice to you, prior to acceleration, of, among other things: a) the default of your Promissory Note; (b) the action required to cure the default; (c) when the default must be cured, and (d) that failure to cure the default as specified may result in acceleration of the sums secured by the security instrument securing the indebtedness, foreclosure by judicial proceeding or otherwise, and sale of the property. You are further informed that you have the right to reinstate after acceleration and a right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Notice of Default

Please note that your Promissory Note ("Note") and Security Instrument (Mortgage, Deed of Trust, etc.) are in default because you failed to pay the 10/1/2012 payment and the payment(s) due thereafter.

Action Required to Cure

You are hereby notified that you must pay by certified funds the full amount of the default on this loan, plus all late charges, interest, and any payments that may become due between the date of this notice and the date the default is cured. Therefore, the total amount due as of the date of this letter is \$14,833.90. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you remit payment may be greater. For the exact amount you must pay to bring your loan current, please contact Henry Lopez at (866) 466-3360. Please include your loan number and property address with your payment and send to:

Statebridge Company, LLC
5680 Greenwood Plaza Blvd
Suite 100 S
Greenwood Village, CO 80111

This letter is in no way intended as a payoff statement for your Mortgage/Deed of Trust, it merely states an amount necessary to cure the current delinquency.

When Default Must be Cured

You have 35 days from the date of this letter to cure the stated default. Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of your Note, your next monthly installment is still due. Please disregard this notice if a payment sufficient to cure the default has already been sent.

Failure to Cure May Result in Acceleration, Foreclosure, and Sale

In the event the default is not cured and the loan reinstated on or before 9/16/2014, all of the unpaid principal and accrued interest owing under the Note and secured by the Security Instrument may result in acceleration of the sums secured by the security instrument; furthermore the owner of your note may commence with foreclosure on the Deed of Trust/Mortgage which is security for your Note, which may then be scheduled for foreclosure sale in accordance with the terms of the Deed of Trust/Mortgage and applicable state laws.

Statebridge Company, LLC is a debt collector and is attempting to collect a debt. Any information obtained may be used for that purpose. If you are an active bankrupt or have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but a possible enforcement of a lien against property.



August 12, 2014

JUVENCIO CARLOS
1124 S 36TH ST
MILWAUKEE, WI 53215

NOTICE OF INTENT TO ACCELERATE - LOAN [REDACTED]

Dear JUVENCIO CARLOS,

This letter shall serve as notice to you, prior to acceleration, of, among other things: (a) the default of your Promissory Note; (b) the action required to cure the default; (c) when the default must be cured, and (d) that failure to cure the default as specified may result in acceleration of the sums secured by the security instrument securing the indebtedness, foreclosure by judicial proceeding or otherwise, and sale of the property. You are further informed that you have the right to reinstate after acceleration and a right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Notice of Default

Please note that your Promissory Note ("Note") and Security Instrument (Mortgage, Deed of Trust, etc.) are in default because you failed to pay the 10/1/2012 payment and the payment(s) due thereafter.

Action Required to Cure

You are hereby notified that you must pay by certified funds the full amount of the default on this loan, plus all late charges, interest, and any payments that may become due between the date of this notice and the date the default is cured. Therefore, the total amount due as of the date of this letter is \$14,833.90. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you remit payment may be greater. For the exact amount you must pay to bring your loan current, please contact Henry Lopez at (866) 466-3360. Please include your loan number and property address with your payment and send to:

Statebridge Company, LLC
5680 Greenwood Plaza Blvd
Suite 100 S
Greenwood Village, CO 80111

This letter is in no way intended as a payoff statement for your Mortgage/Deed of Trust, it merely states an amount necessary to cure the current delinquency.

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You have 35 days from the date of this letter to cure the stated default. Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of your Note, your next monthly installment is still due. Please disregard this notice if a payment sufficient to cure the default has already been sent.

Failure to Cure May Result in Acceleration, Foreclosure, and Sale

In the event the default is not cured and the loan reinstated on or before 9/16/2014, all of the unpaid principal and accrued interest owing under the Note and secured by the Security Instrument may result in acceleration of the sums secured by the security instrument; furthermore, the owner of your note may commence with foreclosure on the Deed of Trust/Mortgage which is security for your Note, which may then be scheduled for foreclosure sale in accordance with the terms of the Deed of Trust/Mortgage and applicable state laws.

Statebridge Company, LLC is a debt collector and is attempting to collect a debt. Any information obtained may be used for that purpose. If you are in active bankruptcy or have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but a possible enforcement of a lien against property.

Pursuant to Milwaukee County Chief Judge Directive 9-14
you are hereby notified of the

Milwaukee Foreclosure **Mediation Program**

You want to save your home. We want to help.

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 modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you were served the Summons and Complaint. Send the form to:

MFMP

P.O. Box 633

Milwaukee, WI 53201

Fax: (414) 288-0192

Phone: (414) 288-4040

Email: foreclosure@marquette.edu

What happens after you request mediation?

A Mediation Case Manager will review your request and notify you and the lender whether the case has been accepted into the program. If accepted, you will be asked to meet with a housing counselor. A mediation conference between you and the lender will be scheduled. A non-refundable \$100 mediation fee will be charged to each the homeowner and lender.

A Mediation Request is not a response to the Summons

A foreclosure action has been started against you. Please read the Summons and Complaint. 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 home and your right to object to anything that you disagree with in the complaint.

Legal Assistance

The Milwaukee Justice Center in Room G-9 of the Milwaukee County Courthouse has forms available to help you respond to the Summons, and its staff or volunteers can help you with the process of filing a response. Call (414) 278-2910 for information about the Center's hours of operation. If you need additional legal assistance, contact the Foreclosure Attorney Intake and Referral Specialist at (414) 727-5373 for assistance with referral to an attorney.

The Milwaukee Foreclosure Mediation Program is administered by Marquette University Law School in conjunction with the Milwaukee Foreclosure Prevention Initiative.

Mediation Program

You want to save your home. We want to help.

Mediation Request Form

Una version en Español de esta forma, Petición de Mediación, es disponible en el siguiente sitio web, <http://law.marquette.edu/foreclosure>.

Daim ntawv thov sib hais txog nuj nqe vajtse muaj txhais ua lus Hmoob nyob hauv Marquette Foreclosure qhov Website, <http://law.marquette.edu/foreclosure>.

To request a mediation conference with the lender, please answer the questions below, sign this request and mail, email or fax the form to:

MFMP
P.O. Box 633
Milwaukee, WI 53201
Telephone No.: (414) 288-4040
Fax No.: (414) 288-0192
Email: foreclosure@marquette.edu

This request must be received no later than 15 days from the date you were served with the summons and complaint.

The information provided will be used by the Mediation Program to make an initial determination of whether this case is suitable for mediation.

Name of Homeowner(s): _____

Property Address: _____

Daytime Phone: _____

Name of Lender / Plaintiff in your case: _____

Your Foreclosure Case No. (located on your Summons) _____

1. Is this property your primary residence? Yes. No.

2. Are you interested in trying to remain in the property? Yes. No.

The Milwaukee Foreclosure Mediation Program is administered by Marquette University Law School in conjunction with the Milwaukee Foreclosure Prevention Initiative.

3. If you are not interested in trying to remain in the property, are you interested in discussing other options with your lender? Yes. No.

4. What is your monthly income from all sources?

5. Do you expect your income to change for any reason? If so, please describe.

6. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable Interest Rate/Balloon Payment
 Loss of employment My expenses exceed my income

Other:

7. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

I certify that I am the owner of the property that is subject to this foreclosure action, and I currently reside in this property.

Property Owner's Signature

The Milwaukee Foreclosure Mediation Program is administered by Marquette University Law School in conjunction with the Milwaukee Foreclosure Prevention Initiative.

