

STATE OF WISCONSIN

CIRCUIT COURT:

MILWAUKEE COUNTY

17CV003663

Carrington Mortgage Services, LLC
1600 South Douglass Road
Suite 200-A
Anaheim, CA 92806

HON. MARSHALL B. MURRAY, BR. 43
CIVIL C

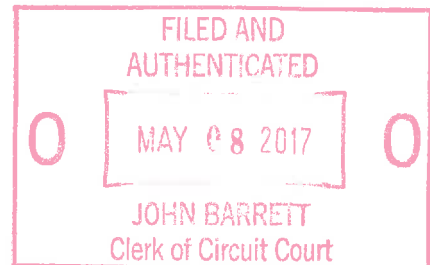
Plaintiff,

Case Number:
FORECLOSURE CASE CODE - 30404

vs.

SUMMONS

David E. Land
2054 S 75th St.,
West Allis, WI 53219



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

Defendant(s).

To each person or entity named above as a defendant:

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

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

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

RECEIVED

MAY 12 2017

CITY OF WEST ALLIS
CITY CLERK

5/12/17

and to the plaintiff's attorney whose address is:

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

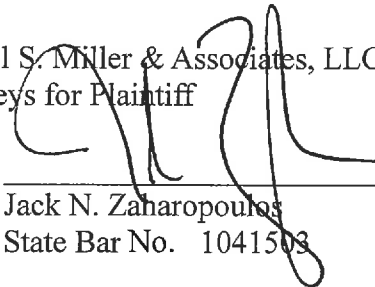
You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this complaint and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 4th day of May, 2017.

Randall S. Miller & Associates, LLC
Attorneys for Plaintiff

By:



Jack N. Zaharopoulos
State Bar No. 1041503

Randall S. Miller & Associates, LLC
120 North LaSalle Street, Suite 1140
Chicago, IL 60602
P: (414) 937-5992 F: (414) 921-5628
Email: wisconsin@rsmalaw.com
Our Case Number: 17WI00115-1

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING
ADDRESSES:**

**David E. Land
2054 S 75th St.
West Allis, WI 53219**

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

****Please perform a property search at 2054 S. 75th St., West Allis,
WI 53219****

THANK YOU

STATE OF WISCONSIN:

CIRCUIT COURT:

MILWAUKEE COUNTY

17CV003663

Carrington Mortgage Services, LLC,
1600 South Douglass Road, Suite 200-A
Anaheim, CA 92806

Plaintiff,

vs.

David E. Land
2054 S 75th St.
West Allis, WI 53214

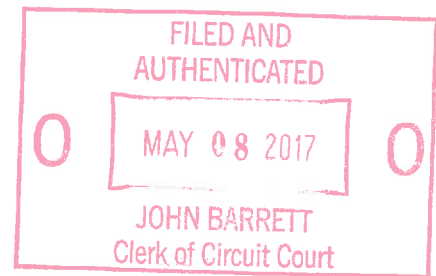
City of West Allis
c/o City Clerk,
7525 W. Greenfield Avenue
West Allis, WI 53214

Defendant.

Case Number:

FORECLOSURE CASE CODE -
30404

COMPLAINT



NOW COMES the Plaintiff, Carrington Mortgage Services, LLC, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Milwaukee County, Wisconsin. A true copy of the note is attached as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The Defendant mortgagor, is a competent adult who, upon information and belief, resides at:

David E. Land
2054 S 75th St.
West Allis, WI 53219

(hereinafter "Mortgagor").
3. The mortgaged real estate is owned of record by David E. Land.
4. On or about February 22, 2010 the Mortgagor executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Loan Network, LLC, a Note in writing dated that date and thereby promised to pay the principal balance of \$102,116.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.

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MAY 12 2017

CITY OF WEST ALLIS
CITY CLERK

5. That to secure the indebtedness, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Loan Network, LLC, which mortgage was dated on February 22, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County on March 3, 2010, as Document No. 09850992.
6. The mortgage was subsequently assigned to Carrington Mortgage Services, LLC, by an assignment dated December 15, 2016 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on January 04, 2017 as Document No. 10637677. A true copy of said assignment is attached as Exhibit C.
7. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Milwaukee County, Wisconsin and legally described as follows:

The North 23.4795 feet of Lot 26 and the South 28.694 feet of Lot 27, in Block 1, in Cloverdale, in the Southwest 1/4 of Section 3, in Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Commonly known as: 2054 S. 75th St., West Allis, WI 53219
 TAX ID: 476-0373-000

8. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are due as of January 1, 2017:

Principal Balance:	\$90,031.81
Interest Due:	\$2,063.25
Late Charges:	\$283.56
MIP/PMI Advances:	\$40.44
Escrow Advances:	\$372.47
Fees Assessed with Payoff:	\$30.00
Fees Currently Assessed:	\$35.00
 TOTAL:	 \$92,856.53
9. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 5.5% per annum. The daily per diem is \$40.44. Plaintiff is also entitled, under the Note and/or Mortgage, to collect all costs of collection and foreclosure, including attorney's fees.
10. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.

11. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
12. The mortgaged premises is a parcel of land Single with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
13. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.10 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of twelve (12) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. Further, the Plaintiff reserves its right for any deficiency that may remain due after the sale of the Property. The deficiency shall be the amount remaining due after application of the proceeds of the confirmed sheriff's sale to that judgment and after application of any other money received. **Plaintiff does not waive its right to a deficiency judgment.**
14. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

City of West Allis, by virtue of the junior mortgage dated October 4, 2013 and recorded October 18, 2013 as document number 10304868 in the office of the Milwaukee County Recorder of Deeds, in the sum of \$15,414.00.

City of West Allis, by virtue of the Judgment for Money dated March 21, 2014 and docketed April 1, 2014 as case number in the office of the Milwaukee Circuit Court, in the sum of \$5,010.00, plus costs and interest, if any.

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.10 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of twelve (12) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provide that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;
6. That the Judgment provide that the Property be sold at sheriff's sale and that the proceeds from the sale be applied to the debt, advanced, fees and costs adjudged to be due to the Plaintiff and that the Plaintiff shall have a judgment and execution against the Mortgagor(s) for any deficiency on the Note and Mortgage;
7. That plaintiff have such other and further relief as may be just and equitable.

Dated this 4th day of May, 2017

Respectfully submitted,

By:

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

Attorney for Plaintiff
Randall S. Miller & Associates, LLC
120 North LaSalle Street
Suite 1140
Chicago, IL 60602
P: (414) 937-5992
F: (414) 921-5628
Email: wisconsin@rsmalaw.com
Our Case Number: 17WI00115-1

MIN: [REDACTED] 0631-0

NOTE

Loan Number: [REDACTED] 0631

FHA Case No.

[REDACTED] 4-703

FEBRUARY 22, 2010
[Date]

WAUKESHA
[City]

WISCONSIN
[State]

2054 S 75TH ST, WEST ALLIS, WISCONSIN 53219
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.
"Lender" means LOAN NETWORK, LLC (WI), A LIMITED LIABILITY COMPANY
and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 00/100 Dollars (U.S. \$ 102,116.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE AND 500/1000 percent (5.500 %) per year until the full amount of principal has been paid. 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. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1st day of each month beginning on APRIL 1, 2010 . Any principal and interest remaining on the 1st day of MARCH, 2040 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at N14W23833 STONE RIDGE DR #350, WAUKESHA, WISCONSIN 53188

as Lender may designate in writing by notice to Borrower. , or at such other place

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 579.80 This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

EXHIBIT

tabbies

A

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

(Check applicable box.)

- Growing Equity Allonge
- Graduated Payment Allonge
- Other [specify]:

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR AND 000/1000** percent (**4.000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances, regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

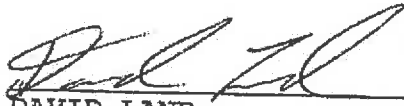
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.



DAVID LAND (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF:

Bank of America, N.A.

Without recourse
SIERRA PACIFIC MORTGAGE COMPANY, INC.
A CALIFORNIA CORPORATION

BY: 
Deana Gautreaux - Assistant Secretary

PAY TO THE ORDER OF

WITHOUT RECOURSE
BANK OF AMERICA, N.A.

BY: 
MICHELE SJOLANDER
SENIOR VICE PRESIDENT

[Sign Original Only]

NOTE ALLONGE

RE: Loan Number [REDACTED] 0631

Borrower(s): David Land

Property Address: 2054 S 75th Street
West Allis, WI 53219

Loan Amount: \$102,116.00

Note Date: February 22, 2010

PAY TO THE ORDER OF:

Sierra Pacific Mortgage Company, Inc.

WITHOUT RECOURSE

Loan Network, LLC, A Limited Liability Company

By. 

Autumn Van Rooy

Title: President

CFC- [REDACTED] 9421

[REDACTED] LAND D [REDACTED]



DOC.# 09850992

RECORDED 03/03/2010 03:12PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 27.00
FEE EXEMPT 77.25 #: 0

MORTGAGE

Document Number [REDACTED] 0631

Return Address LOAN NETWORK, LLC (WI)
N14W23833 STONE RIDGE DR #350
WAUKESHA, WISCONSIN 53188

STAMP COPY

476-0373-000
Parcel ID Number

MIN: [REDACTED] 0631-0

FHA CASE NO
[REDACTED] 4-703

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 2010
The mortgagor is DAVID LAND, AN UNMARRIED MAN

("Borrower")
This Security Instrument is given to Mortgage Electronic Registration Systems, Inc ("MERS") as Mortgagee. MERS is the nominee for Lender, as hereinafter defined, and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Fhat, MI 48501-2026, tel (888) 679-MERS.
LOAN NETWORK, LLC (WI), A LIMITED LIABILITY COMPANY ("Lender")
is organized and existing under the laws of WISCONSIN and has an address of N14W23833 STONE RIDGE DR #350, WAUKESHA, WISCONSIN 53188

Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 00/100 Dollars (US \$ 102,116.00)
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2040
This Security Instrument secures to Lender (a) the repayment of the debt evidenced by this Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in MILWAUKEE County, Wisconsin

EXHIBIT
B

THE NORTH 23.4795 FEET OF LOT 26 AND THE SOUTH 28.694 FEET OF LOT 27, IN BLOCK 1, IN CLOVERDALE, IN THE SOUTHWEST 1/4 OF SECTION 3, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN

which has the address of 2054 S 75TH ST

WEST ALLIS
[City]

, Wisconsin

[State]

53219

[Zip Code]

("Property Address")

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument

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 and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4 In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds"

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U S C §2601 et seq and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA If the amounts of funds held by Lender at any time

are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required, THIRD, to interest due under the Note, FOURTH, to amortization of the principal of the Note, and FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are

hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take out or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Safe Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees (as defined in paragraph 21) 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 paragraph 21); (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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. 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.

20. 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.

21. **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.


22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Other [Specify] | |

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it



DAVID LAND (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness

Witness

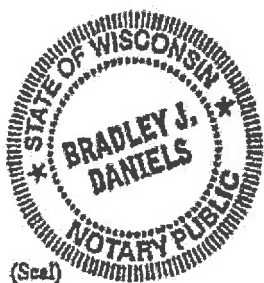
[Space Below This Line For Acknowledgment]

State of WISCONSIN

County of MILWAUKEE

This instrument was acknowledged before me on FEB 22 2010

by DAVID LAND



(Seal)

Bradley J. Daniels
Signature of notarial officer

Title

My commission expires 3/5/13

This instrument was drafted by

Deane Gautreaux

DOC.# 10145503

RECORDED
08/02/2012 12:27PM

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

FEE EXEMPT #: 0
0

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

ASSIGNMENT OF MORTGAGE

Recording Requested By:
Bank of America
Prepared By: Diana De Avila
800-444-4302
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

DocID# [REDACTED] 0246

Tax ID: 476-0373-000

Property Address:

2054 S 75th St

West Allis, WI 53219-1257

W10-AM 19194782 E 7/20/2012

This space for Recorder's use

MIN #: [REDACTED] 10631-0

MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOAN SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: LOAN NETWORK, LLC (WI), A LIMITED LIABILITY COMPANY
Mortgagor(s): DAVID LAND, AN UNMARRIED MAN
Date of Mortgage: 2/22/2010
Original Loan Amount: \$102,116.00

Recorded in Milwaukee County, WI on: 3/3/2010, book N/A, page N/A and instrument number 09850992

Property Legal Description:
THE NORTH 23.4795 FEET OF LOT 26 AND THE SOUTH 28.694 FEET OF LOT 27, IN BLOCK 1, IN CLOVERDALE, IN THE SOUTHWEST 1/4 OF SECTION 3, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on 7/31/12

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

[Signature]
Witness: Edward Gallegos

By: [Signature]
Miguel Romero Vice President

State of California
County of Ventura

On 07/31/12 before me, Marcellus Ellis, Notary Public, personally appeared Miguel Romero, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





8 0 1 4 4 9 1 5
Tx:40098842

When Recorded Return To:
Bank of America
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

DOC. # 10637677

RECORDED:
01/04/2017 11:44 AM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

Doc ID: [REDACTED] 9315

Tax Code/PIN: 476-0373-000

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP, WHOSE ADDRESS IS 4909 SAVARESE CIRCLE, TAMPA, FL 33634, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to CARRINGTON MORTGAGE SERVICES, LLC, WHOSE ADDRESS IS 1600 SOUTH DOUGLASS RD, ANAHEIM, CA 92806 (949)517-5235, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage bearing the date 02/22/2010, made by DAVID LAND to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LOAN NETWORK, LLC (WI), ITS SUCCESSORS AND ASSIGNS, and recorded on 03/03/2010 in Official Records Doc # 09850992, in office of the Register of Deeds of MILWAUKEE County, Wisconsin, to wit:

THE NORTH 23.4795 FEET OF LOT 26 AND THE SOUTH 28.694 FEET OF LOT 27, IN BLOCK 1, IN CLOVERDALE, IN THE SOUTHWEST 1/4 OF SECTION 3, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

IN WITNESS WHEREOF, the said undersigned has caused these presents to be executed in its name, by its proper officers thereunto duly authorized on 12 / 15 / 16 (MM/DD/YYYY).
BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP

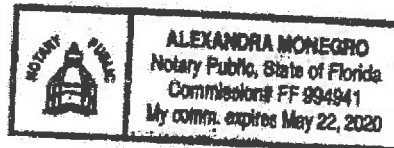
Officer:

By: Joseph Luis Rosario
Joseph Luis Rosario
ASSISTANT VICE PRESIDENT

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on 12 / 15 / 2016 (MM/DD/YYYY), by Joseph Luis Rosario as ASSISTANT VICE PRESIDENT of BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP, who, as such ASSISTANT VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

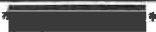
Alexandra Monegro
Alexandra Monegro



Notary Public - State of FLORIDA
Commission expires: MAY 22, 2020

This document was drafted by Lisa Campbell Moore, Bank of America, N.A. 4909 Savarese Circle, Tampa, FL 33634 (800) 444-4302

BOA [REDACTED] 3571B MIN MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 T131612-10:49:51 [C-1] FRMW11



Mediation Request Form

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

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



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

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

Full Property Address: Street: City: Zip:

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

Number of units you own at property location:

E-mail address:

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

Home Phone:

Work Phone:

Cell Phone:

Alternate Phone:

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

Name of Lender/Plaintiff in your case:

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

Name of County where this home is located:

Case Number (located on your Summons): 20 CV

Date you received the Summons and Complaint:

Is this property your primary residence? Yes No

Do you own the property? Yes No

Did you sign the Mortgage Note? Yes No

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

Does an attorney represent you for your foreclosure? Yes No

If yes, attorney's name:

Attorney's e-mail address:

Continued on page 2



Notice of Availability of Mediation

What is the foreclosure mediation program?

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

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

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

How does the homeowner request foreclosure mediation?

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

Within two business days of receiving the Request Form, the Program Administrator will refer a documents specialist or housing counselor to you via mail or email. Your second step is to contact your documents specialist or housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The documents specialist / housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$200 by check, money order or credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$600 is due at the time of their consent.

Is participation in mediation required?

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



**Milwaukee County - Foreclosure
Mediation Process Description,
effective February 15, 2016**

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

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

C. Request/Consent Process:

1. Mediation Request Form. To initiate the mediation process, either party may make a request. The homeowner's request must utilize the "Mediation Request Form." Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to the homeowner via mail or email. The homeowner's second step is to contact a housing counselor to set up a meeting for the purpose of compiling a complete financial package. The housing counselor sends the package directly to the Program Administrator. The homeowner's third step is to pay the application fee of \$200 by check, money order or credit/debit payment via telephone.

If the homeowner does not complete all three steps within 60 days from receipt of the

Mediation Request Form, in the absence of extenuating circumstances, the application will be deemed inactive.

2. Lender's Consent. After the homeowner has completed all three application steps, the Program Administrator will notify Lender's counsel and request Lender's participation, seeking a response within 10 business days. Lender's non-refundable fee of \$600 is due at the time of consent. If no response is received within 30 days, the Program Administrator will notify the Court that Lender has not responded and will close the mediation. If there is a decline by the Lender and the Homeowner has paid their fee of \$200, the Administrator will issue a refund of \$150.

D. Mediation Preparation/Document Exchange:

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

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

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

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

- a. Notify the Program Administrator of any known deficiencies, including any missing information or documentation required for the loan modification application to be complete, and
- b. Send the completed Confidential Loan Data Sheet.