GMAT LEGAL TITLE TRUST 2014-1, U.S. BANK, NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE c/o Rushmore Loan Management Services, LLC, 15480 Laguna Canyon Road Irvine, California 92618;

Plaintiff,

VS.

Case No. 16CV001175 Code No. 30404 Foreclosure of Mortgage Dollar Amount Greater Than \$10,000.00 The Hon. John DiMotto

CHRISTEEN MITCHEL a/k/a CHRISTEEN HAMILTON and UNKNOWN SPOUSE of Christeen Mitchel a/k/a Christeen Hamilton 2676 North 63rd Street Apt. 1 Milwaukee, WI 53213

FORD MOTOR CREDIT COMPANY c/o C T Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717

CITY OF MILWAUKEE, c/o City Clerk 200 East Wells Street Room 205 Milwaukee, Wisconsin 53202,

Defendants; and

CITIMORTGAGE, INC., c/o CT Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717; and

CITY OF WEST ALLIS c/o City Clerk



RECEIVED

AUG - 1 2016 CITY OF WEST ALLIS CITY CLERK 7525 West Greenfield Avenue West Allis, Wisconsin 53214; and

LANDMARK CREDIT UNION

c/o Its President 5445 South Westridge Drive New Berlin, WI 53151; and

DAVID C. KROHN 1304 North 46th Street Milwaukee WI 53208; and

MIDLAND FUNDING, LLC c/o Corporation Service Company 8040 Excelsior Drive Suite 400 Madison, WI 53717; and

MRC RECEIVABLES CORPORATION, c/o Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, Wisconsin 53717; and

SUHAS K. SHELGIKAR, M.D., S.C., c/o Suhas K. Shelgikar, MD 3267 South 16th Street
Suite 207
Milwaukee, Wisconsin 53215; and

KENNETH S. SCHER, MD, 4555 West Schroeder Drive Suite 170 Milwaukee, Wisconsin 53223; and

WHEATON FRANCISCAN HEALTHCARE - ST. FRANCIS, INC., c/o Corporation Service Company 8040 Excelsior Drive Suite 400 Madison, Wisconsin 53717; and

PINNACLE CREDIT SERVICES, LLC. c/o Corporation Service Company 8040 Excelsior Drive Suite 400 Madison, Wisconsin 53717,

Added Defendants.

AMENDED SUMMONS

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

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

Within (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

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

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

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

You may have an attorney help or represent you.

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

Dated at Wauwatosa Wisconsin, this of July 2016.

O'DESS and ASSOCIATES, S.C.

Attorneys for Plaintiff

M. ABIGAIL O'DESS

State Bar No. 1017869

CHAD F. KOWALEWSKI

State Bar No. 1032968

POST OFFICE ADDRESS: Suite 403 1414 Underwood Avenue Wauwatosa, Wisconsin 53213 (414) 727-1591

GMAT LEGAL TITLE TRUST 2014-1, U.S. BANK, NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE c/o Rushmore Loan Management Services, LLC, 15480 Laguna Canyon Road Irvine, California 92618;

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FORD MOTOR CREDIT COMPANY c/o C T Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717

CITY OF MILWAUKEE, c/o City Clerk 200 East Wells Street Room 205 Milwaukee, Wisconsin 53202,

Defendants; and

CITIMORTGAGE, INC., c/o CT Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717; and

CITY OF WEST ALLIS c/o City Clerk



7525 West Greenfield Avenue West Allis, Wisconsin 53214; and

LANDMARK CREDIT UNION

c/o Its President 5445 South Westridge Drive New Berlin, WI 53151; and

DAVID C. KROHN 1304 North 46th Street Milwaukee WI 53208; and

MIDLAND FUNDING, LLC c/o Corporation Service Company 8040 Excelsior Drive Suite 400 Madison, WI 53717; and

MRC RECEIVABLES CORPORATION, c/o Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, Wisconsin 53717; and

SUHAS K. SHELGIKAR, M.D., S.C., c/o Suhas K. Shelgikar, MD 3267 South 16th Street Suite 207 Milwaukee, Wisconsin 53215; and

KENNETH S. SCHER, MD, 4555 West Schroeder Drive Suite 170 Milwaukee, Wisconsin 53223; and

WHEATON FRANCISCAN HEALTHCARE - ST. FRANCIS, INC., c/o Corporation Service Company 8040 Excelsior Drive Suite 400 Madison, Wisconsin 53717; and

PINNACLE CREDIT SERVICES, LLC,

c/o Corporation Service Company

8040 Excelsior Drive

Suite 400

Madison, Wisconsin 53717,

RECEIVED

AUG - 1 2016

CITY OF WEST ALLIS

Added Defendants.

AMENDED COMPLAINT

NOW COMES the above-named plaintiff by its attorneys, O'Dess and Associates, S.C., and for an amended cause of action against the above-named defendants, hereby alleges and shows to the Court as follows:

- 1. Repeats, realleges and incorporates herein as though fully set forth the Complaint of the plaintiff filed February 11, 2016, a copy of which is attached hereto.
- 2. That the added defendant, CitiMortgage, Inc., is a foreign business corporation, duly organized and existing under the laws of the State of New York, with its registered agent being CT Corporation System located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717.
- 3. That the added defendant, CitiMortgage, Inc., has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

Case #:

2008CV007873

Plaintiff:

CitiMortgage, Inc.

Defendant:

Chris Hamilton

Amount:

\$29,241.42 plus interest costs & fees

Recorded (Docketed):

8/7/08

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 4. That the added defendant, City of West Allis, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 7525 West Greenfield Avenue, West Allis, Wisconsin, 53214.
 - 5. That the added defendant, City of West Allis, has, or may have, or may claim to

have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

Case #:

2008TJ001257

Plaintiff:

West Allis City

Defendant:

Chris Hamilton

Amount:

\$10,005.00 plus interest costs & fees

Recorded (Docketed):

11/20/08

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

6. That the added defendant, Landmark Credit Union, is a community credit union, duly organized and existing under the laws of the State of Wisconsin, with its president and principal offices located at 5445 South Westridge Drive, New Berlin, Wisconsin 53151.

7. That the added defendant, Landmark Credit Union, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

Case #:

10SC21241

Plaintiff:

Landmark Credit Union

Defendant:

Christie Hamilton, Gary Hamilton

Amount:

\$414.00 plus interest costs & fees

Recorded (Docketed):

9/16/10

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

8. That the added defendant, David C. Krohn, is, upon information and belief, an adult resident of the City of Milwaukee, County of Milwaukee, State of Wisconsin, residing at 1304 North 46th Street, Milwaukee Wisconsin 53208.

9. That the added defendant, David C. Krohn, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

Case #:

2013SC003846

Plaintiff:

David C. Krohn

Defendant:

William Hamilton, Christel Hart

Amount:

\$6,848.39 plus interest costs & fees

Recorded (Docketed):

8/13/13

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 10. That the added defendant, Midland Funding LLC, is a foreign limited liability company, duly organized and existing under the laws of the State of Delaware, licensed to do business in the State of Wisconsin, with its registered agent being Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.
- 11. That the added defendant, Midland Funding LLC, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

Case #:

2013SC033727

Plaintiff:

Midland Funding LLC

Defendant:

Christine Hamilton

Amount:

\$1,497.06 plus interest costs & fees

Recorded (Docketed):

12/16/13

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- That the added defendant, MRC Receivables Corporation, is a foreign business corporation, duly organized and existing under the laws of the State of Delaware, with its registered agent being Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin.
- 12. That the added defendant, MRC Receivables Corporation, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

CASE #: 2007SC013448

PLAINTIFF: MRC RECEIVABLES CORP DEFENDANT: CHRISTINE MITCHELL

AMOUNT: \$1,427.40 PLUS INTEREST COSTS & FEES

RECORDED: 07/26/07

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 13. That the added defendant, Suhas K. Shelgikar, M.D., S.C., is a domestic service corporation duly organized and existing under the laws of the State of Wisconsin, with its registered agent being, Suhas K. Shelgikar, M.D., and is located at 3267 South 16th Street, Suite 207, Milwaukee, Wisconsin.
 - 14. That the added defendant, Suhas K. Shelgikar, M.D., S.C., has, or may have, or

may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

***CASE #: 2006SC030638

PLAINTIFF: SUHAS K SHELGIKAR MD SC

DEFENDANT: FRANK HAMILTON

AMOUNT: \$1,015.41 PLUS INTEREST COSTS & FEES

RECORDED: 4/11/07

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 15. That the added defendant, Kenneth S. Scher, MD, is upon information and belief and adult resident of the State of Wisconsin, doing business at 4555 West Schroeder Drive, Suite 170, Milwaukee, Wisconsin.
- 16. That the added defendant, Kenneth S. Scher, MD, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

***CASE #: 2007SC011764

PLAINTIFF: KENNETH S SCHER DEFENDANT: FRANK J HAMILTON

AMOUNT: \$1,044.47 PLUS INTEREST COSTS & FEES

RECORDED: 5/23/07

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 17. That the added defendant, Wheaton Franciscan Healthcare St. Francis, Inc., is a domestic non-stock corporation duly organized and existing under the laws of the State of Wisconsin, with its registered agent being, Corporation Service Company, and is located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin.
- 18. That the added defendant, Wheaton Franciscan Healthcare St. Francis, Inc., , has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

***CASE #: 2007CV008831

PLAINTIFF: ST FRANCIS HOSPITAL DEFENDANT: FRANK J HAMILTON

AMOUNT: \$24,201.55 PLUS INTEREST COSTS & FEES

RECORDED: 9/21/07

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

- 19. That the added defendant, Pinnacle Credit Services, LLC, is a foreign limited liability company duly organized and existing under the laws of the State of Minnesota, and is licensed to do business in the State of Wisconsin, with its registered agent being, Corporation Service Company, and is located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin.
- 20. That the added defendant, Pinnacle Credit Services, LLC, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment:

***CASE #: 2007SC029897

PLAINTIFF: PINNACLE CREDIT SERVICES LLC

DEFENDANT: CHRISTIE HAMILTON

AMOUNT: \$1,143.57 PLUS INTEREST COSTS & FEES

RECORDED: 9/26/07

That such interest or lien is inferior and subordinate to the lien of the plaintiff herein.

Plaintiff believes the property involved herein was the homestead of Frank Hamilton and Christine Hamilton at the time the above-referenced judgments were docketed. That upon the transfer of the real estate at sheriff's sale, plaintiff asserts that the property will be free and clear of the lien of added defendants, MRC Receivables Corporation, Suhas K. Shelgikar, M.D., S.C., Kenneth S. Scher, MD, Wheaton Franciscan Healthcare - St. Francis, Inc., and Pinnacle Credit Services, LLC, pursuant to the decision of the Wisconsin Supreme Court in *Rumage v. Gullberg*, 235 Wis.2d 279, 611 N.W.2d 458 (2000).

WHEREFORE, plaintiff demands judgment as follows:

- 1. For an order declaring plaintiff, GMAT Legal Title Trust 2014-1, U.S. Bank, National Association, as Legal Title Trustee's mortgage in senior position to the liens of the added defendants; and
- 2. That the added defendants and all persons, estates, successors, and assigns claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before confirmation of sale as provided by law; and
 - 3. That any judgment entered against added defendants, be entered nunc pro tunc

to June 30, 2016; and

4. That plaintiff be granted any other relief the Court may find just and equitable.

O'DESS AND ASSOCIATES, S.C

Attorneys for Plaintiff

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

POST OFFICE ADDRESS: o'Dess and Associates, S.C. 1414 Underwood Avenue #403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 (Fax)



Notice of Availability of Mediatio

What is the foreclosure mediation program?

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

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

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

How does the homeowner request foreclosure mediation?

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

Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to you via mail or email. Your second step is to contact your housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$400 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.



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

If the Lender declines the invitation to mediate, the Program Administrator will refund \$350 of your mediation fee. The remaining \$50 is non-refundable and used to off-set program administrative costs.

How can the Housing Counselor help?

In order to increase the chance of success at mediation, you are matched with a housing counselor in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. If you do not take this step, the mediation cannot proceed. It is crucial that you provide them all the items they request.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor. You and your lender must pay a non-refundable mediation fee before the case can be scheduled for mediation. You pay \$400 and your lender pays \$600. Credit card payments are accepted by telephone at 414-939-8800 or you may mail a check or money order to the Metro Milwaukee Foreclosure Mediation Program at P.O. Box 633, Milwaukee, WI 53201.

Does the foreclosure stop during the mediation process?

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

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

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney. You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 or the local Legal Aid Society of Milwaukee, 414-727-5373, to obtain the names of attorneys who may be able to assist you. If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

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

Where can I find additional foreclosure resources? More information on resources for homeowners facing foreclosure is available at www.mediatewisconsin.com.



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:

Mall:

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 Borrower(s) (who signed the loan):					
Full property address (Street/City/State/ZIP):					
Malling address (if different):					
Number of units you own at property location:					
Email address;					
We prefer to use e-mail as our main way to contact you. Is that acc	ceptable? p Yes p No				
Home Phone:	Work Phone:				
Cell Phone:	Alternate Phone:				
Best phone to reach you during the day? p Home p Work p	Cell p 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:					
ls this property your primary residence? p Yes p No					
Do you own the property? p Yes p No					
Did you sign the Mortgage Note? p Yes p No					
Have you started a bankruptcy that is still ongoing? p Yes p No					
Does an altomey represent you for your foreclosure? p Yes p No If yes, name & email address:					
lave you met with a housing counselor? p Yes p No If yes, with whom have you met?					
English to not your primary language, will you bring an interpreter to the mediation? p Yes p No					
lave you received a prior loan modification for this property? p Yes p No					

The Metro Milwaukee Foreclosure Mediation Program is administered by Metro Milwaukee Mediation Services, Inc. with support from the Milwaukee County Clerk of Courts and Wisconsin Department of Justice through the Wisconsin Foreclosure Mediation Network.

How did you hear about the Metro Milwaukee Foreclosure Mediation Program?

- p Colored forms attached to summons (pink, yellow or green)
- p Website (which one):
- p Housing Counselor (Name):
- p Radio announcement (which one):
- p Hotline (which one):
- p Other (please explain):

Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program is operated by Metro Milwaukee Mediation Services, Inc. MMFMP will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through a program designated online Portal.

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

Property Owner's Signature

Date

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

Step 1:

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

Mall:

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

You have Completed Step 1. If you are deemed eligible for mediation, you will receive the name of your housing counselor within two (2) business days.

Step 2:

Call and meet with your assigned housing counselor and help them put logether a complete financial package. Promptly collect and deliver to them all of the items they request. This step is critical. This should be done within two (2) weeks or sooner.

Step 3:

Pay to the Metro Milwaukee Foreclosure Mediation Program the Mediation Request fee of \$150 by check, money order, or to make a credit/debit card payment call 414-939-8800.



CIRCUIT COURT

MILWAUKEE COUNTY

GMAT LEGAL TITLE TRUST 2014-1, U.S. BANK, NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE c/o Rushmore Loan Management Services, LLC, 15480 Laguna Canyon Road Irvine, California 92618;

Case No.

Code No. 30404

Foreclosure of Mortgage

Dollar Amount Greater Than \$10,000.00

Plaintiff,

VS.

CHRISTEEN MITCHEL a/k/a CHRISTEEN HAMILTON and UNKNOWN SPOUSE of Christeen Mitchel a/k/a Christeen Hamilton

2676 North 63rd Street Apt. 1 Milwaukee, WI 53213 HON. JOHN DIMOTTO, BR. 41 CIVIL F

FORD MOTOR CREDIT COMPANY c/o C T Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717

CITY OF MILWAUKEE, c/o City Clerk 200 East Wells Street Room 205 Milwaukee, Wisconsin 53202,

Defendants.



SUMMONS

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

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

Within (20) days of receiving this summons, 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. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

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

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

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

You may have an attorney help or represent you.

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

Dated at Wauwatosa Wisconsin, this February ______, 2016.

O'DESS and ASSOCIATES, S.C.

Attorneys for Plaintiff

ву: M. ABIGAIL O'DESS

State Bar No. 1017869

CHAD F. KOWALEWSKI State Bar No. 1032968

POST OFFICE ADDRESS:

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

MILWAUKEE COUNTY

GMAT LEGAL TITLE TRUST 2014-1, U.S. BANK, NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE c/o Rushmore Loan Management Services, LLC, 15480 Laguna Canyon Road Irvine, California 92618;

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Foreclosure of Mortgage

Dollar Amount Greater Than \$10,000.00

Plaintiff,

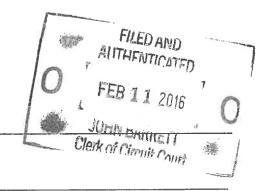
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FORD MOTOR CREDIT COMPANY c/o C T Corporation System 8020 Excelsior Drive, Suite 200 Madison, WI 53717

CITY OF MILWAUKEE, c/o City Clerk 200 East Wells Street Room 205 Milwaukee, Wisconsin 53202,

Defendants.



COMPLAINT

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

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein.

- 2. That the defendant(s), Ruth Hamilton, deceased and Christeen Mitchel, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.
- 3. That copies of assignment(s) of said mortgage are attached hereto as Exhibit(s) 3 8, and are incorporated herein by reference as if set forth in full herein. That said assignment(s) has been duly recorded in the office of the Register of Deeds for this County. That plaintiff is the lawful holder of said note and mortgagee of record.
- 4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.
 - 5. That the mortgage premises are known and legally described as follows:

Lot 6 and the South 5 Feet of Lot 5, Block 1, Franklin Heights being a Subdivision of a part of Lots 13 - 21 inclusive, in Pease's Subdivision in the South 1/2 of the Northwest 1/4 of Section 7, Township 7 North, Range 22 East in the City of Milwaukee, Milwaukee County, Wisconsin. More commonly known as 3743 North 26th Street. Tax Key No. 270-0205-000-0

6. That the amount outstanding on the mortgage as of January 12, 2016 is the following:

Principal	\$131,737.69
Interest	\$1434.87
Escrow Advance	\$4959.46
Late Charges	\$214.56
Suspense Balance	\$(0.92)
Fees	\$80.00
Recoverable Balance	\$3988.46
Total	\$142,414.12

That contractual payments are due from December 1, 2014.

- 7. That by reason of the aforesaid default plaintiff heretofore and before the commencement of this action, exercised the option as provided in the note and mortgage to declare the whole of the principal and interest thereof due and payable forthwith; that notice of the exercise of such option is expressly waived in said mortgage note and mortgage. That no proceedings have been had at law or otherwise for recovery of the sums secured by said note and mortgage except the present action and that no part thereof has been paid or collected except as set forth herein acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.
- 8. That the premises herein have been vacated and secured. That plaintiff has elected to proceed pursuant to section 846.102 of Wisconsin Statutes, and has elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgage premises against every party who is personally liable for the debt secured by the mortgage. That the premises covered by the mortgage is twenty acres or less in area.

WHEREFORE, plaintiff demands judgment:

- 1. For the foreclosure and sale of the mortgaged premises in accordance with §846.102 Wisconsin Statutes;
- 2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;
- 3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;
- 4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
- 5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and

- 6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and
 - 7. That plaintiff have such other and further relief as may be just and equitable.

O'DESS and ASSOCIATES, S.C.

Attorneys for Plaintiff

By: M. ABIGAIL O'DESS

State Bar No. 1017869

CHAD F. KOWALEWSKI

State Bar No. 1032968

POST OFFICE ADDRESS:

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

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

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

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

- 1. O'Dess and Associates, S.C. is the creditor's law firm and is attempting to collect an outstanding amount for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.
- 2. The amount of the outstanding balance as of January 12, 2016, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess. That Since you have been discharged in bankruptcy, we are proceeding with foreclosure and are not proceeding against you personally nor requesting payment of the debt.
- 3. The plaintiff as named in the attached summons and complaint is the creditor to whom the outstanding amount is owed.
- 4. The outstanding amount described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
- 5. The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
- 6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates,

S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

- 7. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.
- 8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

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

SCHEDULE 1

Plaintiff

1. That the plaintiff, GMAT Legal Title Trust 2014-1, U.S. Bank, National Association, as Legal Title Trustee, is a foreign corporation. Its servicer is Rushmore Loan Management Services, LLC, located at 15480 Laguna Canyon Road, Irvine, California.

Defendants

- 2. That the defendant, Christeen Mitchel a/k/a Christeen Hamilton, is an adult resident of the City of Milwaukee, County of Milwaukee, State of Wisconsin, residing at 2627 North 53rd Street: that defendant's occupation is unknown.
- 3. That the defendant, unknown spouse of Christeen Mitchel a/k/a Christeen Hamilton, is, upon information and belief, an adult resident of the City of Milwaukee, County of Milwaukee, State of Wisconsin, residing at 2627 North 53rd Street; that their actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of their marriage to Christeen Mitchel a/k/a Christeen Hamilton.
- 4. That the defendant, Ford Motor Credit Company, is a foreign limited liability company, duly organized and existing under the laws of the State of Delaware, with its registered agent being C T Corporation System, located at 8020 Excelsior Drive, Suite 200, Madison, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

CASE #: 2008CV016083

PLAINTIFF: FORD MOTOR CREDIT COMPANY

DEFENDANT: CHRIS M. MITCHELL

AMOUNT: \$37,607.79 PLUS INTEREST COSTS & FEES

DOCKETED: 12/15/08

5. That the defendant, City of Milwaukee, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 200 East Wells Street Room 205 Milwaukee, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

CASE #: 2015TJ001638

PLAINTIFF: CITY OF MILWAUKEE DEFENDANT: CHRISTEEN MITCHELL

AMOUNT: \$3,010.00 PLUS INTEREST COSTS & FEES

RECORDED: 07/15/15





Wisconsin

NOTE

FHA Case No.

SEPTEMBER 28TH, 2007 [Date]

LOAN ID#:



3743 N. 26TH STREET MILWAUKEE, WI 53206 [Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means RESIDENTIAL LOAN CENTERS OF AMERICA, INC.

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 NINETY FIVE THOUSAND FOUR HUNDRED SIXTY AND NO/100. ---

), plus interest, to the order of Lender. Interest will be charged on unpaid principal, 95,460.00 Dollars (U.S. \$ from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND ONE HALF %) per year until the full amount of principal has been paid. percent (

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 first day of each month beginning on NOVEMBER 1ST, 2007. Any principal and interest remaining on the first day of OCTOBER 2037 on that date, which is called the "Meturity Date."

(B) Place Payment shall be made at 2350 E DEVON AVE, STB 300, DES PLAINES, or at such place as Lender may designate in writing

by notice to Borrower.

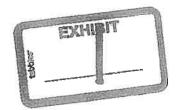
Each monthly payment of principal and interest will be in the amount of U.S. \$. This 603.32 amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Roto Note - 10/95

1-4 R(VII) (0404)

VM P Montgaga Solvtione. Inc. (300)521-7261

Page 1 of 3









	Allonge to this Note for payment adjustments If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants se shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part	of of
the allong	te shall be incorporated into and snam amend and suppression	
this Note	. [Check applicable box]	
	Graduated Payment Allonge Growing Equity Allonge Other [specify]	
e noné	AND THE PICET 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 percent (FIFTEEN

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 walving 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.

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of 7. WAIVERS 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

(4404)

MICHELE BROLANDER SEMORVICE PRESIDENT





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 this Note.

RUTH HAMILTON	(Seal) -Borrower	CHRISTEE	Steen N MITCHEL	Mita	(Seal) -Borrower
	(Seal) -Banower	COL	BANK OF WITHOU	THE ORDER OF AMERICA, 1 TRECOURSE WELDOWS SERVICE	
	(Seal) -Borrower	B):	Meshil		(Scal) -Borrower
\$2 II	(Scal) -Borrower		EXECUTIVE	ICE PRESIDENT	(Scal)
PAY TO THE ORDER OF CONTROL PRESIDENT RESIDENTIAL LOAN CENTER OF AMERICA, INC. BY WAMPREIS, VICE-PRESIDENT	COUNTE	AMIDE HOME	ORDER OF SERVICE AND ADDRESS OF THE SERVICE AND	WICHGLD'	Sign Original Only]
				PAYTOTHE	CADER OF
(100)-4 R(VII) (0406)	Pago :	3 of 3		WITHOUT R BANK OF AM	

Bankof America 🧇

Home Loans

BAC Home Loans Servicing, LP 100 Beecham Drive Suite 104 Pittsburgh, PA 15205

RUTH HAMILTON CHRISTEEN MITCHELL 3743 N 26TH STREET MILWAUKEE, WI 53206



Notice Date: December 17, 2010

Account No

FHA Case No.:

Property Address: 3743 N 26TH STREET MILWAUKEE, WI 53206

AMENDED AND RESTATED NOTE State of Wisconsin

Origination Date: September 28, 2007

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BAC Home Loans Servicing, LP 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 ninety five thousand three hundred forty three and 65/100 (Dollars U.S.) \$95,343.65 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 no/100, (5.000%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrowar'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 Londer on the first day of each month beginning on February 1, 2011. Any principal and interest remaining on the January 1, 2041 will be due on that date, which is called the "Maturity Date."

(B) Pisos

Payment shall be made to Payment Processing PO Box 650070 Dallas, TX 75265, or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. 511,83. 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.

(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 emend and supplement the covenants of this
Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge

Growing Equity Allonge

Other [specify]

ACC+#1

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 payments unless Lender agrees in writing to those changes.

8. 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 4.00% of the overdue amount of each payment, 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.

Borrower and any other person who has obligations under this Note waive the right 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

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 mall 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, surely 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 conterned in this Note.

10. GROUNDS FOR ACCELERATION OF DEET

(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 cums secured by the Security instrument and due under this Note If:

(i) Borrower defaults by falling to pay in full any monthly payment required by this Note and the 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 the Security Instrument securing this Note.

(B) Sale Without Credit. 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. 1702j-3(d) and with the prior approval of the Secretary, require immediate payment in full of all the sums due under this Note and secured by the 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 in accordance with the requirements of the Secretary.

(C) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its right with respect to subsequent events,

(D) Regulations of HUD. 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 foreclosure if not paid. This Note and the Security Instrument do not authorize acceleration of foreclosure if not permitted by regulations of the Secretary.

(E) Mortgage Not Insured. Borrower agrees that should the Security Instrument and this Note secured thereby not be eligible under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 10, require immediate payment in full of all sums secured by the Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date thereof, declining to insure the Security Instrument and this Note secured thereby, 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 mortgage insurance premium to the Secretary.

BY SIGNING BELOW, borrower accepts and agrees to the terms and covenants contained in this Note.

Dated 12-23-10

Minter Mitchell Dated 12-23-10

CHRISTEEN MITCHELL

MORTGAGE



DOC.# 09513121

REGISTER'S OFFICE | SS Wilwaukee County, WI|

RECORDED 10/23/2007 02:33PM

JOHN LA FAVE REGISTER OF DEEDS AMOUNT: 27.00

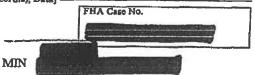
DOCUMENT NUMBER:

NAME & RETURN ADDRESS: RESIDENTIAL LOAN CENTERS OF AMERICA, INC. 2350 B DEVON AVE, STE 300 DES PLAINES, IL 60019

PARCEL IDENTIFIER NUMBER: 270-0205-000

-[Space Above This Line For Recording Data]

State of Wisconsin



THIS MORTGAGE ("Security Instrument") is given on

SEPTEMBER 28TH, 2007

The Mortgagor is

RUTH HAMILTON, A SINGLE WOMAN AND CHRISTINE MITCHELL, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (838) 679-MERS.

RESIDENTIAL LOAN CENTERS OF AMERICA, INC.

("Lender") is organized and existing under the laws of ILLINOIS has an address of 2350 E DEVON AVE, STE 300, DES PLAINES, IL 60018

and

. Borrower owes Lender the principal sum of

MINETY FIVE THOUSAND FOUR HUNDRED SIXTY AND NO/100.

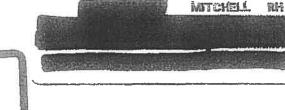
Dollars (U.S. \$ 95,460.00

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 OCTOBER 1ST,

2037 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, edvanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FEIA Wiscounts Mortgage with MERS - 4/96
Amended 2/01
Fage 1 of 8 lantels R H

O Limite 42 Carl





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:

SEE PRELIM TITLE REPORT

ITEM #: 270-0205-000 which has the address of

3743 N. 26TH STREET [City], Wisconsin 53206

[Street] [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 nomines 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 selzed 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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 eggregate 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. Section 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 emounts due for the mortgage insurance premium.

(2010) (WI) (0102)

Page 2 of G

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 vecant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

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Page 0 of 6

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, bazard 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 one 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 falling, for a period of thirty days, to perform any other obligations contained

in this Security Instrument.

(b) Sale 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 to



Initials: Th

(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 Lewder'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 the Security Instrument, Borrower shall tender in a hump 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 Walver. 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 successor 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.



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- 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.

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Page 6 of 0

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 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; (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 sall 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 without charge to Borrower. Borrower shall pay any recordation costs.
- 20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the 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 Instrumen	nt. If	one or more riders are exe	cuted by Borrower and re	scorded together
with this Security Instrument, the covenar	nts o	f each such rider shall be	incorporated into and s	hall 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)]. Condominium Rider Planned Unit Development Rider		Growing Equity Rider Graduated Payment Rider	Other (sp. L. 1992)	ecify] Description



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BY SIGNING BELOW, Borrower accepts and agree any rider(s) executed by Borrower and recorded with it. Witnesses:	es to the terms contained in this Security Instrument and in
	RUTH HAMILTON (Seal)
	CHRISTHEN MITCHELL -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrosser	(Seal) -Borrower
(Seal)	(Seal) -Borrower
STATE OF WISCONSIN, The foregoing instrument was acknowledged before m by RUTH HAMILTON, A SINGLE WOMAN AND CHRIST	The state of the s
My Commission Expires: 5 ANO	ONSIN THE BOOK IN
(Seal)	Notary Public, Sight of Wissonshill This instrument was proposed by S. Qu VO Cabi

LOT 6 AND THE SOUTH 5 FEET OF LOT 5, BLOCK 1, FRANKLIN HEIGHTS BEING A SUBDIVISION OF A PART OF LOTS 13-21 INCLUSIVE, IN PEASE'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 22 EAST IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

DOC.# 10043037 JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI AMOUNT; \$30.00 assignment of mortgage Recording Requested By: Bank of America Prepared By: Kathy Orland FEE EXEMPT #: 0 888-603-9011 V ***This document has been electronically recorded and returned to the submitter. ** When recorded mail to: CoroLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036 נקנוססט 270-0205-000 Tax ID: Property Address: 3743 N 26th St Milwaukee, WI 53206-1337 MIN# MERS Phone #: 888-679-6377 For Value Received, the undersigned holder of a Mortgage (herein "Assignor"), whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Mortgage described below together with the note(B) 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. RESIDENTIAL LOAN CENTERS OF AMERICA, INC Original Lender: Mortgagor(s): RUTH HAMILTON, A SINGLE WOMAN AND CHRISTINE MITCHELL, A SINGLE WOMAN Date of Mortgage: 9/28/2007 Original Loan Amount: \$95,460.00 Recorded in Milwaukee County, WI on: 10/23/2007, book N/A, page N/A and instrument number 09513121 Property Legal Description: LOT 6 AND THE SOUTH 5 FEET OF LOT 5, BLOCK 1, FRANKLIN HEIGHTS BEING A Subdivision of a part of lots 13-21 inclusive, in pease's subdivision in the south 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 22 EAST IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on MORTGAGE ELECTRONIC REGISTRATION Systems, inc Witnessi Mertha Munoz Cynenia Santos Assistant Secretary State of California County of Ventura OCT @ 8 2011 before me, On Barbarad, Gibbs , Notary Public, personally I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is tree and correct. WITNESS my hand and official seal. BARBARA J. GIBBS Commission # 1864168 Notary Public - California Los Angeles County Notary Public Comm. Expires Sep 9, 2013 My Commission Empires: MITCHELL RH

CORPORATION ASSIGNMENT OF MURTGAGE Document Title

10321219

DOC.# 10321219

RECORDED 12/16/2013 12:39PW JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI! AMOUNT: FEE EXEMPT 0: 30.00

Recording Area

Recording requested by: BANK OF AMERICA, N.A. SUCCESSOR BY WERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWICE HOME LOANS SERVICING,

When recorded mail to: TD SERVICE COMPANY 4000 M METROPOLITAN ORIVE SUITE 400 ORANGE CA 92868 Attn: SARAH KENNEDY

BAC 10:

270920500000
Parcel Identification Number (PIN)

10.

Doc. ID# Commitment

For value received, the undersigned, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYNIDE HOME LOANS SERVICING, LP, 101 S. MARENGO AVE, 4TH FLOOR, PASADENA, CA 91101, hereby grants, assigns and transfers

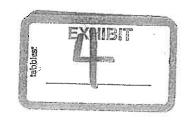
All its interest under that certain Mortgage dated 9/28/07, executed by: RUTH HAMILTON and CHRISTINE MITCHELL, Mortgagor as per MORTGAGE recorded as Instrument No. 09513121 on 10/23/07 in Book NA Page NA of official records in the County Recorder's 0ffice of Milwauker County, MISCONSIN.

Original Mortgage \$95.450.00
3743 N 26TH STREET. MILWAUKER. NI 53206

(See page attached hereto for Legal Description)

contration well and the comments in a war

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



Dated: 10/01/2013

BANK OF AMERICA. N.A. SUCCESSOR BY MERGER TO BAC HOME LOAMS SERVICING. LP FRA COUNTRYWIDE HOME LOAMS SERVICING.

BY ELISEO ORTIZ, ASSISTANT VICE PRESIDENT

State of CALIFORNIA County of LOS ANGELES

On 10/01/2013 before me, Telegrade Uso . Notary Public, personally appeared Eliseo ORTIZ, 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(les), 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.

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Signature: _

Prepared by: ELISEO ORTIZ 101 S. MARENGO AYE, 4TH FLOOR PASADENA CA 91101 Phonef: (626) 486-3622

TAKAYUKI E. UTO Commission # 2025020 Notary Public - California Los Angeles County Comm. Expires May 24, 2017

LOT 6 AND THE SOUTH 5 FEET OF LOT 5, BLOCK 1, FRANKLIN HEIGHTS BEING A SUBDIVISION OF A PART OF LOTS 13-21 INCLUSIVE, IN PEASE'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 22 EAST IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

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CORPORATION ASSIGNMENT OF NORTGAGE

Document Title

DOC.# 10299913

RECORDED 10/02/2013 02:46FN JOHN LA FAVE REGISTER OF DEEDS Milmaukee County, Wil ANOUNT: FEE EXEMPT #: 30.00

Recording Area

cording requested by: CTRETARY OF HOUSING AND URBAN YELOPMENT BY RBS FINANCIAL PRODUCTS IC., ITS ATTORNEY IN FACT

When recorded mail to: TD SERVICE COMPANY 4000 W. METROPOLITAN DRIVE 500 METROPOLITAN DRIVE 000 METROPOLITAN DRIVE 000 METROPOLITAN 000 METROP

472993600040 Parcel Identification Number (PIN)

Doc. 10# Commitment

value received, the undersigned, SECTRETARY OF HOUSING AND URBAN DEVELOPMENT BY FINANCIAL PRODUCTS INC.. ITS ATTORNEY IN FACT, 451 7TH STREET S.W., WASHINGTON BS FINANCIAL PRODUCTS INC.. assigns and transfers to:

All its interest under that certain Nortgage dated 5/21/07, executed by: MIGDALIA DELGADO and WILLIAM DELGADO. Hortgagor as per MORTGAGE recorded as Instrument No. 09448933 on 6/19/07 in Book N/A Page N/A of official records in the County Recorder's Office of MILWAUKEE County, WISCONSIN.

Origins Ortgage \$131,437.00
2245 SOUTH 37TH STREET. MILWAUKEE. WI 53215

(See page attached hereto for Legal Description)

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

Dated: 9-6-2013

SECTRETARY OF HOUSING AND URBAN

BY KME ASSET, MANAGEMENT, LLC, ITS ATTORNEY IS FACE

CALIFORNIA State of ____ ORANGE

on 4-6-2013 before me, Cameron

DAVID SALEH, CFG . 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.

Prepared by: ERIC ANDERSON 101 S. MARENGO AVE. 4TH PLOOR PASADENA. CA. 910-3646

C. MELTON Commission @ 1930083 Notary Public - California Orango Goupty My Comm. Expines Mar 25, 2015



A place of land in the Southwest 1/2 of Section 1, in Township 6 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows, to-wit:

Commencing at a point 750 feet West of the East line and 248 feet North of the South line of the Southwest W of Section 1, in Township 6 North, Range 21 East; running thence North and parallel to the East line of said Quarter Section 40 feet to a point; thence West and parallel to the South line of said Quarter Section 121.50 feet to a point, thence South and parallel to the East line of said Quarter Section 40 feet to a point; thence East and parallel to the South line of said Quarter Section 121.50 feet to the point of commencement.

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CORPORATION ASSIGNMENT OF MORTGAGE

Document Title

DOC.# 10336967

RECORDED 02/18/2014 03:03PM JOHN LA FAVE REGISTER OF DEEDS Nilwaukee County, Wil AMOUNT: 30.00 FEE EXEPT #:

Recording Area

Recording requested by: RBS FINANCIAL PRODUCTS INC.

When recorded mail to: TD Service Company 4000 W Metropolitan DR, Suite 400 ORANGE, CA 92868 Attn: Sarah Kennedy (714)480-5652 Attn: Assignment Unit

270-0205-000

Parcel Identification Number (PIN)

Loan#

Servicer#

For value received, the undersigned, RBS FINANCIAL PRODUCTS INC. having its address at 600 WASHINGTON BLVD., STAMFORD, CT 06901 hereby grants, assigns and transfers to:

GRA LEGAL TITLE TRUST 2013-1, U.S. BANK NATIONAL ASSOCIATION. AS TRUSTEE 60 LIVINGSTON AVE., EP-MN-WS3D, ST. PAUL, MN 55107 All its interest under that certain Mortgage dated 9/28/2007, executed by: RUTH HAMILTON AND CHRISTINE MITCHELL, Mortgagor as per MORTGAGE recorded as Instrument No. NA on 10/23/2007 in Book NA Page 09513121 of official records in the County Recorder's Office of MILWAUKEE County, WISCONSIN.

Original Mortgage \$95,460.00

3743 N 26TH STREET, MILWAUKEE, WI 53206

(see page attached hereto for Legal Description)

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

Dated: 12/31/2013RBS FINANCIAL PRODUCTS INC. By RMS Asset Management, LLC, its Attorney-in-Fact

Jack Getzelman Chief Executive Officer

State of California County of Orange

On 12/31/2013before me, G. Melton, Notary Public, personally appeared Jack Getzelman, 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.

Signature: . . G. Melton

Prepared by: Duy Duong / 18 Technology Dr., Ste 210 Irvine, CA 91618 Phone#: (310) 450-5858

G. MELTON Commission & 1830083 Netary Public - California Orange County My Comm. Expires Mar 26, 2015

EXHIBIT



LOT 6 AND THE SOUTH 5 PEET OF LOT 5, BLOCK 1, FRANKLIN HEIGHTS BEING A SUBDIVISION OF A PART OF LOTS 13-21 INCLUSIVE, IN PEASE'S SUBDIVISION IN THE SOUTH 1/2 OF THE MORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 NORTH, HANGE 22 EAST IN THE CITY OF HILMAUKEE, MILMAUKEE COUNTY, HISCONSIM.

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CORPORATION ASSIGNMENT OF MORTGAGE

Document Title

DOC.# 10372169
RECORDED
06/30/2014 10:39AM
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. **

Recording Area

Recording requested by; GRA LEGAL TITLE TRUST 2013-1, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

When recorded mail to: TD Service Company 4000 W Metropolitan DR, Suite 400 ORANGE, CA 92868 Attn: Sarah Kennedy (714)480-5652

270-0205-000
Parcel Identification Number (PIN)

Loan#

Servicer#

For value received, the undersigned, GRA LEGAL TITLE TRUST 2013-1, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE having its address at 60 LIVINGSTON AVE., EP-MN-WS3D, ST. PAUL, MN 55107 hereby grents, assigns and transfers to:

GMAT Legal Title Trust 2014-1, U.S. Bank, National Association, as Legal Title

Trustee
60 LTVINGSTON AVE. EP-MN-WS3D. ST. PAUL. MN 55107
All its interest under that certain Mortgage dated 9/28/2007, executed by: RUTH
HAMILTON AND CHRISTINE MITCHELL, Mortgagor as per MORTGAGE recorded as
Instrument No. 095131Z1 on 10/23/2007 in Book N/A Page N/A of official records
in the County Recorder's Office of MILWAUKEE County, WISCONSIN.

Original Mortgage \$95,460.00 3743 N 26TH STREET, MILWAUKEE, WI 53206

(see page attached hereto for Legal Description)

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

Dated: 4/18/2014 GRA LEGAL TITLE TRUST 2013-1, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTED By RMS Asset Management J.C., its interney-in-Fact

By RMS Asset Management J.C. is atterney-in-re

David Sklar, Chief Financial Officer

State of California County of Orange

On 4/18/2014before me, G. Melton, Notary Public, personally appeared David Sklar, 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(les), 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.

Signature:

G. Melton

- JOHN KON

G. MELTON Commission & 1930088 Natury Public - California Orange County

My Comm. Expires (1st 20, 2015

Prepared by: Duy Duong 18 Technology Dr., Ste 210 Irvine, CA 91618 Phone#: (310) 450-5858





LOT 6 AND THE SOUTH 5 FEET OF LOT 5, BLOCK 1, FRANKLIN HEIGHTS BEING A SUBDIVISION OF A PART OF LOTS 13-21 INCLUSIVE, IN PRASE'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 22 EAST IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

