JPMORGAN CHASE BANK, NATIONAL ASSOCIATION vs. Michael J Meyer et al

Electronic Filing Notice

Case No. 2018CV005614 Class Code: Foreclosure of Mortgage FILED 07-06-2018 John Barrett Clerk of Circuit Court 2018CV005614 Honorable Clare L. Fiorenza-03 Branch 03

CITY OF WEST ALLIS 7525 W. GREENFIELD AVENUE MILWAUKEE WI 53214

Case number 2018CV005614 was electronically filed with/converted by the Milwaukee County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

## Pro Se opt-in code: 66894e

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

# Electronically signed by John Barrett Clerk of Circuit Court 07-06-2018 Date: 7-19-18 Address of serve: 7525 - Communication of the count of the co

FILED 07-06-2018 John Barrett Clerk of Circuit Court 2018CV005614 Honorable Clare L. Fiorenza-03 Branch 03

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION 7301 Baymeadows Way Jacksonville, FL 32256

Plaintiff

Vs

**SUMMONS** 

Case Code: 30404 Foreclosure of Mortgage

MICHAEL J. MEYER aka Michael James Meyer nka Michael Xacry James Meyer 1815 Kensington Drive, Apt. #8 Waukesha, WI 53188

CARRIE A. MEYER 3161 North 105th Street Wauwatosa, WI 53222

UNKNOWN OCCUPANT(S) IN POSSESSION 1950 North 84th Street Wauwatosa, WI 53226

UNKNOWN OCCUPANT(S) IN POSSESSION 1952 North 84th Street Wauwatosa, WI 53226

ANESTHESIOLOGY ASSOCIATES OF WISCONSIN, S.C. 225 S. Executive Drive Brookfield, WI 53005

MIDLAND FUNDING LLC 8875 Aero Drive San Diego, WI 53210

ARROW FINANCIAL SERVICES, LLC 5996 West Touhy Avenue Niles, IL 60714

LVNV FUNDING LLC 15 S. Main Street Greenville, SC 29601

MILWAUKEE COUNTY CLERK OF CIRCUIT COURT 901 North 9th Street Milwaukee, WI 53233

CITY OF WEST ALLIS 7525 W. Greenfield Avenue West Allis, WI 53214

Defendants

# THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

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

# Clerk of Court MILWAUKEE COUNTY CIRCUIT COURT 901 North 9th Street Milwaukee, WI

and to the plaintiff's attorney, Cummisford, Acevedo & Associates, LLC, 7071 South 13th Street, Suite #100, Oak Creek, WI 53154. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty-five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as

provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 6th day of July 2018.

Attorney for Plaintiff

Mark R. Cummisford, #1034906

Jaime L. Bouvette, #1070538

Cummisford, Acevedo & Associates, LLC

7071 South 13th Street, Suite #100

Oak Creek, WI 53154

414-761-1700

FILED
07-06-2018
John Barrett
Clerk of Circuit Court
2018CV005614
Honorable Clare L.
Fiorenza-03
Branch 03

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION 7301 Baymeadows Way Jacksonville, FL 32256

Plaintiff

Vs

COMPLAINT
Case Code: 30404

Foreclosure of Mortgage

MICHAEL J. MEYER aka Michael James Meyer nka Michael Xacry James Meyer 1815 Kensington Drive, Apt. #8 Waukesha, WI 53188

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CITY OF WEST ALLIS 7525 W. Greenfield Avenue West Allis, WI 53214

Defendants

Now Comes the above-named plaintiff, by its attorney, Cummisford, Acevedo & Associates, LLC, as and for a complaint against the defendants, alleges and shows to the Court as follows:

- That the plaintiff is JPMorgan Chase Bank, NA, a national banking association, organized and existing under the laws of the United States of America, located at 7301 Baymeadows Way, Jacksonville, Florida 32256.
- 2. That JPMorgan Chase Bank, NA, is the real party in interest as current holder of the subject note and mortgage.
- 3. That MICHAEL MEYER aka Michael James Meyer nka Michael Xacry James Meyer is an adult residing at 1815 Kensington Drive #8, Waukesha, WI 53188 and shall hereinafter be referred to as the "mortgagor defendant."
- 4. That CARRIE ANN MEYER is an adult residing at 3161 North 105th Street, Wauwatosa, WI and is named as a defendant in this action and shall hereinafter be referred to as the "mortgagor defendant."
- 5. That MICHAEL J. MEYER AND CARRIE A. MEYER are joint owners of the property located at 1950-1952 North 84th Street, Wauwatosa, WI, which is the mortgaged property subject of this foreclosure.
- 6. That the marriage of Michael J. Meyer and Carrie A. Meyer is pending divorce in Milwaukee County Circuit Court Case No. 2016 FA 2028. Any rights in the mortgaged property, which may be given to or extinguished to/from either

- mortgagor defendant, in a subsequent judgment of divorce and/or marital property settlement is inferior, junior, and subordinate to the plaintiff's mortgage.
- 7. That UNKNOWN OCCUPANT(S) IN POSSESSION are named as defendants in this action by virtue of any interests such person(s) may have in the mortgaged property. Any such interests are inferior, junior and subordinate to the plaintiff's mortgage.
- 8. That ANESTHESIOLOGY ASSOCIATES OF WISCONSIN, SC is named as a defendant in this action by virtue of a judgment lien in the amount of \$1,857.05 docketed on June 5, 2014 in Case No. 2014SC11970. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.
- 9. That MIDLAND FUNDING LLC is named as a defendant in this action by virtue of a judgment lien in the amount of \$3,064.58 docketed on September 17, 2009 in Case No. 2009SC2671; and a judgment lien in the amount of \$2,154.49 docketed July 22, 2015 in Case No. 2015SC16456. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.
- 10. That ARROW FINANCIAL SERVICES, LLC is named as a defendant in this action by virtue of a judgment lien in the amount of \$3,686.82 docketed on November 18, 2009 in Case No. 2009SC27300. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.
- 11. That LVNV FUNDING LLC is named as a defendant in this action by virtue of a judgment lien in the amount of \$1,081.27 docketed on September 27, 2013 in Case No. 2013SC22992. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.
- 12. That MILWAUKEE COUNTY CLERK OF CIRCUIT COURT is named as a defendant in this action by virtue of a judgment lien in the amount of \$214.20 docketed on September 27, 2013 in Case No. 2017CM2534. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.
- 13. That CITY OF WEST ALLIS is named as a defendant in this action by virtue of a judgment lien in the amount of \$1,176.75 docketed on November 27, 2017 in Case No. 2017TJ1236. Said judgment lien is inferior, junior and subordinate to the plaintiff's mortgage.

- 14. That on September 16, 2002, for value received, the mortgagor defendants, Michael J. Meyer and Carrie A. Meyer, executed and delivered to JPMorgan Chase Bank, NA, a Promissory Note to Bank One, N.A. in writing, dated that date and thereby promised to repay the original principal balance of One Hundred Forty-two Thousand Four Hundred Fifty and 00/100 dollars (\$142,450.00) plus interest at the initial rate of 6.74 percent per annum payable in accordance with the terms and provisions of said agreement. A true and correct redacted copy of the note is attached as Exhibit A.
- 15. That to secure the indebtedness, the mortgagor defendants duly executed a mortgage to Bank One, NA, which was dated September 16, 2002 and recorded by and at the MILWAUKEE COUNTY Register of Deeds on October 4, 2002, as Document No. 8358584. A true and correct redacted copy of the recorded Mortgage is attached as Exhibit B.
- 16. That the plaintiff, JPMorgan Chase Bank, NA is successor in interest to Bank One, NA.
- 17. That the mortgagor defendants owe for the **November 2017** and subsequent payments and as of June 30, 2018 owes the plaintiff \$135,494.47. An itemization of amount due is attached as **Exhibit C**.
- 18. On May 8, 2018, the plaintiff sent an ACCELERATION WARNING (Notice of Intent to Foreclose) to the mortgagor defendants at their last known addresses. The Notice provided notification of the right to cure the breach upon payment of the delinquent amounts. A redacted copy of the Notice is attached as Exhibit D.
- 19. The mortgagor defendants failed to make any past due payments, reinstate the loan, or otherwise cure the breach.
- 20. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against mortgagor defendant.
- 21. The property is a one to four family residence known as 1950-1952 North 84th Street, Wauwatosa, WI 53226.
- 22. The property is NOT the owner-occupied homestead of the mortgagor defendants.

- 23. The legal description of the mortgaged property is as stated on the recorded mortgage.
- 24. The Tax Key/Account No. 343-0412-00.
- 25. That the plaintiff may elect and has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption.
- 26. The Plaintiff elects to waive its right for a judgment for any deficiency, which may remain due the plaintiff after the sale of the mortgaged premises.
- 27. That the premises covered by the mortgage are twenty acres or less in area.
- 28. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.
- 29. That the plaintiff has attached to the complaint a copy of the Metro MILWAUKEE Foreclosure Mediation Program notice and Mediation Request Form, which is required by MILWAUKEE County Circuit Court rules.

# WHEREFORE, plaintiff demands judgment:

- For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes, which calls for a three (3) month period of redemption;
- For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements, and attorney fees and costs as may 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 by the right to redeem the same before sale as provided by law;
- 4. That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;
- That the mortgagor defendant, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

- 6. That the **plaintiff's rights be waived to obtain a deficiency judgment** against the borrower; and
- 7. That the plaintiff be awarded such other relief as may be just and equitable.

Dated this 6th day of July 2018.

Attorneys for Plaintiff

Mark R. Cummisford, State Bar No. 1094906 Jaime L. Bouvette, State Bar No. 1070538 Cummisford, Acevedo & Associates, LLC

7071 South 13th Street, Suite #100

Oak Creek WI 53154

414-761-1700 Office

# A SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this action and notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this action and notice is served upon you only as a preliminary step to foreclosure on the mortgage as described above against the above referenced property. Notice provisions may be contained within your mortgage, which may be required prior to foreclosure. It is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been served upon you or sent to you because the lender/creditor has not been notified of your bankruptcy case. If the foregoing applies to you, it is <a href="IMPORTANT">IMPORTANT</a> that you or your bankruptcy attorney contact this office immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the number of the chapter you have filed.



#### PROVISSORY NOTE



References in the sheded area are for Lender's use only and do not limit the applicability of this document to any perticular loan or item.

Any item above containing \*\*\*\*\* has been omitted due to text length limitations.

Borrower:

MICHAEL J MEYER and CARRIE A MEYER

3161 N 105TH ST WAUWAYOSA, WI 53222 Lender:

Bank One, NA National Direct Equity (NDE) 100 East Broad Streat Columbus, CH 43271

Principal Amount: \$142,450.00

Interest Rate: 6.740%

Date of Note: September 16, 2002

PROMISE TO PAY. I ("Borrower") jointly and saverally promise to pay to Bank One, NA ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Forty-two Thousand Four Hundred Fifty & 00/100 Dollars (\$142,450.00), together with interest at the rate of 6.740% per annum on the unpeld principal balance from September 20, 2002, until paid in full.

PAYMENT. I will pay the loan in 240 payments of \$1,081.42 each payment. My first payment is due October 16, 2002, and all subsequent payments are due on the same day of each month after that. My finel payment will be due on September 16, 2022, and will be for all principal and all accrused interest not yet paid. Payments include principal and all resets. Unless otherwise agreed or required by applicable law, payments will be applied first to accrused unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Interest on this Note is computed on a 385/365 simple interest basis that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place and such manner as Lender may designate in writing.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whather voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lander is snititled to the following prepayment fee: If you pay off your loan in full within thirty (30) months of the date you close your loan, you will have to pay a Prepayment fee of 1% of the original loan amount. Except for the foregoing, I may pay all or a portion of the amount owed sariler than it is due. Early payments will be applied first as noted above in the Payment paragraph and then to my next accruing payment(s). Partise payment of any regular payment will not relieve me of my obligation to make the remainder of the partial payment when due. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lander may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount oved to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Sank One, P.O. Box 901008 Fort Worth, TX 78101-2008.

LATE CHARGE. If a payment is 15 days or more late I will be charged \$25.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fall to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or I fall to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

Faise Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or mideading in any material respect, either now or at the time made or furnished.

Death or insolvency. Any Sorrower dies or becomes insolvency a receiver is appointed for any part of my property; I make an assignment for the banefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or isvying on my accounts with Lender.

Defective Collateralization. This Note or any of the related documents causes to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, that, substantial damage or destruction is not covered by insurance.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Nots.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

EXPENSES. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the loan payable on demand, and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

GOVERNING LAW. This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Wisconsin, except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations, and opinions) and laws of the State of Chib. However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The lean transaction which is evidenced by this and other related documents has been approved, made and funded, and all necessary documents have been accepted by Lender in the State of Ohlo.

DisHONORED ITEM FEE. I will pay a fee to Lendar of \$25.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

COLLATERAL. I acknowledge this Note is secured by a Mortgage dated September 16, 2002, to Lender on real property located in MILWAUKEE County, State of Wisconsin, all the terms and conditions of which are hereby incorporated and made a part of this Note.

COLLECTION COSTS. If you are in default under the terms of this Agreement, we may take all lawful action under applicable law to collect the money you owe us. It is our intent to collect only those attorney's fees, and those expenses, court and collection costs permitted by the laws of your state and the United States (including the bankruptcy laws of the United States). You agree to pay only those collection costs and attorney's fees that we actually incur and that we may lawfully collect from you. If the laws of your state will not let us collect all or some of these collection costs and attorney's fees from you, we will not do so. To the extent the laws of your state prohibit us from contracting with you to collect such fees or costs or prohibit us from including this provision in your agreement with us, this provision is severed from this Agreement, is of no force and effect and your contract will be read and interpreted without this provision except to the extent federal law may now or hereafter preempt the law of your state.

Agreement, is or no notice and entered and provided the law of your state.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, I grant Lender a continuing interest in, and hereby assign, convey, defiver, pledge and transfer to Lender all my right, title and interest in and to any and all funds the now and in the future have on deposit with Lender and any other affiliate of Bank One Corporation. This includes all accounts I hold jok someone else and certificates of deposit. It does not include IRA, pension, and other tax described deposits, or any accounts In who acting in a fiduciary capacity for a person or entity other than myself, or in which the grant of a security interest would be profit applicable law. I further agree that Lander may at any time, to the extent permitted by applicable law, apply any funds that I may deposit with Lender or any Bank One Corporation affiliate against the unpaid balance of this Note, including principal, interest, fees



#### PROMISSORY NOTE (Continued)

Page 2

REDACTED

expenses and attorney's fees.

IDENTITY OF LENDER. Lender is Benk One, N.A., a national banking association with its main offices located in Columbus, Obio.

INFORMATION SHARING. The Bank One Consumer Information Values and Privacy Policy, which has been provided to you describes our Information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of Personal Information (as defined in the Privacy Policy) about you with other companies or organizations. You hereby agree that, if you choose not to exercise the opt outs described in the Privacy Policy, you will be deemed to have surhorized us to share any Personal Information about you (including information related to any of the products or services you may have with any Bank One company) with other companies or other organizations.

SUPPLEMENT TO PREPAYMENT PARAGRAPH. The following sentence in the Prepayment paragraph is modified as follows: "Departing on my payment history, early payments may reduce the principal balance due and may result in my making fewer payments.".

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your accountist to a consumer reporting agency. Your written notice describing the specific inaccuracy(lest should be sent to us at the following address: Bank One P.O. Box 901008 Fort Worth, TX 76101-2008

us at the following address: Bank One P.G. Box 901008 Fort Worth, TX 76101-2008
GENERAL PROVISIONS. This Note benefits Lender and its successors and assigns, and binds me and my belifs, successors, assigns, and representatives. I do not agree or intend to pay, and Lender does not agree or intend to contract for, charge, coffect, take, reserve or receive (coffectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Ohio tas applicable). Any such excess interest or marchorized fee shall, hatexad of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to me. Lender may delay or forgo enforcing any of its rights or remedies under this Note, and when the principal has been paid in full, be refunded to me. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, weive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may modify this loan of extend irepeatedly and for any length of time) this loan release any party or guarantor or collateral; or impair, full to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this

#### MARITAL PURPOSE STATEMENT

FOR WISCONSIN RESIDENTS ONL	: Borrower represents that this obligation is incurred in the interest of his or
HER MARRIAGE OR FAMILY.	
. 1.7.01	<b>1</b> .

MICHAEL J MEYER

FOR WISCONSIN RESIDENTS ONLY: BORROWER REPRESENTS THAT THIS OBLIGATION IS INCURRED IN THE INTEREST OF HIS OR HER MARRIAGE OR FAMILY

wie

CARRIE A MEYER

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

Wie a. Meyer

LASTA SAC Landing, Not Cal 2.01.05 Copic Marked Planning Subjects, Inc. 1902, 2002. Ad Michie Rassoul. ... THEREIS ALCOHOLD COMPANY TO THE

ebbister's office Wilwarkee County, WI

HECTHUED AT 8:00 AN

10-04-2002

IGNATIAS J. BIEMCZYK REGISTER OF DEEDS

N

ABOUNT 21.00

**DOCUMENT NUMBER:** 

LET TOI RECORDATION REQUESTED BY: foling KY2-1606 TransUnion Scalement Solutions 760 W.Spront Road Springfield, Pa. 19064

PARCEL I.D. NUMBER: 343-0412

REDACTED

SEP 29 TE2

WORTGAGE

THIS MORTGAGE dated September 16, 2002, is made and executed between MICHAEL J MEYER and CARRIE A MEYER, HUSBAND AND WIFE, whose address is 3161 N 105TH ST, WAUWATOSA, WI 53222 (referred to below as "Grantor") and Bank One, NA , whose address is 100 East Broad Street, Columbus, OH 43271 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and disch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limited on all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MILWAUKEE County, State of Wisconsin:

THE WEST 1/2 OF THE SOUTH 18.73 FEET OF LOT 2 AND THE WEST 1/2 OF THE NORTH 22.86 FEET OF LOT 3 IN BLOCK 1 IN WARREN'S SUBDIVISION IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 21, IN TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF WAUWATOSA, COUNTY OF MILWAUKEF, STATE OF WISCONSIN.

The Real Property or its address is commonly known as 1950-1952 N 84TH STREET, WAUWATOSA, WI 53226. The Real Property tax identification number is 343-0412.

This property is the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL DELIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrance of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rente from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintanance necessary to preserve its value.

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Compliance With Environmental Laws. Grantor represents and warrants to Lender that: [1] During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; [2] Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, [a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or cocupants of the Property, or [c) any actual or threatened dispation or claims of any kind by any person relating to such matters; and [3] Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other arithorized user of the Property, and [b] any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and continuous, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor leasney (1) releases and walves any future claims against Lender for indemnity or contribution in the swent Grantor becomes liabile for cleanup or other costs under any such faver, and [2] a action of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lian of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Musance, Wasta. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or wasta on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without any continue and continu without Lander's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

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Compliance with Governmental Requirements. Grantor shell promptly comply with all lews, ordinances, and regulations, now or terminates in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contast in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not leopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect

MORTGAGE

(Continued)

Duty to Protect. Grantor agrees neither to ebandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lander's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lander's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, banefold or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for dead, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconein law.

TAXES AND LIENS. The following provisions relating to the taxes and fiens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due land in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges lavied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or matchail furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Granter may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the regist to Contest. Granton hay withhold payment or any tax, assessment, or than in connection with a good rath dispute over the obligation to pay, so long as Lander's interest in the Property is not leopardized. If a lien alsee or is filed as a result of nonpayment, Grantor shall within fifteen [15] days after the lien ansee or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient comporate survey bond or other security satisfactory to Lender in an amount sufficient to discharge the lien warm costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lander and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintanance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage Maintanance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an actual cash value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lander certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy else shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, ornisation or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpoid principal balance of the loan and any prior isns on the property securing the loan, up to the meximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan of the loan of the loan and any prior isns on the property securing the loan, up to the meximum the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifthen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lander's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grentor shall repair or replace the demaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expanditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been discursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appoar. Grantor as Grantor's interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall mure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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LENDER'S EXPENDITURES. If Grantor falls (A) to keep the Property free of all taxes, itens, security interests, encumbrances, and other claims (S) to provide any required insurance on the Property, or (C) to make repairs to the Property than Lender maydo so. If any action or proceeding is commanced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtodness and, at Lender's option, will (A) be payable on demand; (S) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note; in enturity. The Property also will sent payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be antitled on account of any default. Any such action by Lender shall not be construed as ouring the default so as to be I.ender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Granter warrants that: (a) Granter holds good and marketable title of record to the Property in see simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in rever of, and accepted by, Lender in connection with this Mortgage, and (b) Granter has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the overt any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be antitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own photos, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Premises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Grantor will deliver or cause to be delivered to Lander such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fieu of condemnation or if all or any part of the Property is sold in fieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shell mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continus Lender's lian on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lander or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same affect as an Event of Default, and Lander may exercise any or all of its available remailes for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lander cash or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall relimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within fifteen (15) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lander (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, axocute and deliver, or will cause to be made, axocuted or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instrements of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or designible in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the fiens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter sequired by Grantor. Unless prohibited by law or Lander spreas to the contrary in writing, Grantor shall reimburse Lender for all casts and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lander may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lander as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or destrable, in Lander's sole opinion, to accomplish the matters referred to in the proceeding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor falls to make any payment when due under the Indebtedness

Default on Other Payments. Fallure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or Grantor fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collatersization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lander has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender.

Breach of Other Agreement. Any breach by Grentor under the terms of any other agreement between Grantor and Lender that is not

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remedied within any grace period provided therein, including without limitation any agreement concerning any indebtadness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or fability under, any Guaranty of the indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lander's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and ungaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding forectourse or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decrea foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) If the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding. (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property is (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, por waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby walves any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition.

Election of Remedies. All of Lendor's rights and remedies will be currellative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Expenses. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the loan payable on demand, and shall bear interest at the Note rate from the date of expenditure until regald. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's expenses for bankruptoy proceedings lincluding efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile fundess otherwise required by law), when deposited with a nationally secognized overnight courier, or, if malled, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender Informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender. Notwithstanding the foregoing, the address for notice for Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 78101-2008.

IDENTITY OF LENDER. Lender is Bank One, N.A., a national banking association with its main offices located in Columbus, Ohio.

NON-WAIVER. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision.

SUPPLEMENT TO PERSONAL PROPERTY DEFINITION. It is the intention of Lender only to take a security interest in and retain a lien on that personal property considered fixtures under the Uniform Commercial Code as adopted in the jurisdiction where this Mortgage is filled of record as same may be amended from time to time or such other statute of such jurisdiction that defines property effixed to real estate and no other personal property.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

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Governing Law. This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Wisconsin, except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations, and opinions) and laws of the State of Chio. However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whitohever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this and other related documents has been approved, made and funded, and all necessary documents have been accepted by Lender in the State of Chio.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Walver by Lender. Grantor understands Lander will not give up any of Lender's rights under this Mortgage unless Lander does so in writing. The fact that Lander delays or omits to exercise any right will not mean that Lander has given up that right. If Lender does agree in writing to give up one of Lander's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor walves presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unemforceable.

Merger. There shall be no merger of the interest or estate greated by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inurs to the banefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, tender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means MICHAEL J MEYER and CARRIE A MEYER, and all other persons and entities signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without firstation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Resulthorization Act of 1986, Pub. L. No. 99-495 ("SARA"), the Hezardous Materials Transportation Act, 49 U.S.C. Section 1901, at seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means MICHAEL J MEYER and CARRIE A MEYER.

Guaranty. The word "Guaranty" means the guaranty from guaranter, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hezardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtechass. The word "indebtechass" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of consolidations of and substitutions for the Note or Related Documents and any amounts expensed or advanced by Lender to disrate Grantor's obligations or expenses incurred by Lender to arrors Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank One, NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated September 16, 2002, in the original principal amount of \$142,450.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the premissory note or agreement. The maturity date of this Mortgage is September 16, 2022.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean of promissory notes, credit agreements, ioan agreements, environmental agreements, guarenties, security agreements, mortgages, deeds of trust, security deads, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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<del>5</del> 2	REDACTED	MORTGAGE (Continued)	Page 6
EACH GRA	antor acknowledges having read	D ALL THE PROVISIONS OF THIS MORTO	age. And each grantor agrees to its
GRANTOR:			
X MICHAEL X CARRIE	Lahan Julyan D. J. MEYER, Individually Will A. Meyer A MEYER, Individually	<u>'.                                    </u>	
			) I mayer
	This	Mortgege prepared by: X	lul
		Name of Signer: CHRIS LOVERME	L DOC PREP SPECIALIST
<u> </u>	Complete either	Authentication Section or Acknowledgment	A Charles
			; Берция
Signature(s)	) of MiCHARL J MEYER and CARRIE A	AUTHENTICATION MEYER authenticated this	day of,
dmeM ant	ber State Bar of Wisconsin or		
	under Section 705.06, Wis. Stats.	A Section of the Sect	D1007907
	INDD	AMMAIN PROBLEM	_
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_	MISCONSIN	) ) \$\$	
COUNTY OF	F MICWAUKES	1	
the individual	before me, the undersigned Notary Published in and who executed the N.d., for the uses and purposes therein men	Mortgage, and acknowledged that they signs	and CARRIE A MEYER, to me known to be led the Mortgage as their free and voluntary
	my hand and official seal this	6 day of SEPTEME	· · · · · · · · · · · · · · · · · · ·
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Notary Public	ic in and for the State of WCSCON	15(1) My commission expir	1-9-06
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Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only



05/08/2018

REDACTED

MICHAEL J MEYER 3161 N 105TH ST WAUWATOSA, WI 53222

#### Acceleration Warning (Notice of Intent to Foreclose)

Account:

Property Address:

1950- 1952 N 84TH STREET

WAUWATOSA, WI 53226 (the "Property")

Original Date of Loan:

09/16/2002

Transaction Description:

Loan Secured By Mortgage or Deed of Trust

Original Lender.

BANK ONE, NA

Dear MICHAEL J MEYER:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan. JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 11/01/2017.
- 2. As of 05/08/2018, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$7,610.66 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments: \$7,585,66 Late Fees: \$25.00 NSF Fees: \$0.00 Other Fees:1 \$0.00 Advances:1 \$0.00

Amount Held in Suspense:

\$0.00

<sup>1</sup>Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law.

If you have any reason to dispute the past-due amount listed above, or if you be

Loan is current, please call us at one of the numbers listed below.

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 06/12/2018, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, commence foreclosure proceedings, and sell the Property. If this happens, Chase may be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, the right to assert in the foreclosure proceeding the non-existence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we may be entitled to collect under the loan documents and applicable law, including attorney fees related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service: If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail: CHASE

PO BOX 9001871

LOUISVILLE KY 40290-1871

Overnight Mail:

CHASE

6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.

9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that
  offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287,
  or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select
  "Foreclosure Avoidance Counseling."

If you have questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

#### Important Legal Information

#### We are a debt collector

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, to the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

#### Information for Servicemembers and their dependents

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, California law allows for a six-month deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110.

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only



05/08/2018

REDACTED
MICHAEL J MEYER
1950- 1952 N 84TH STREET
WAUWATOSA, WI 53226

### Acceleration Warning (Notice of Intent to Foreclose)

Account:

REDACTED

Property Address:

1950- 1952 N 84TH STREET

WAUWATOSA, WI 53226 (the "Property")

Original Date of Loan:

09/16/2002

Transaction Description:

Loan Secured By Mortgage or Deed of Trust

Original Lender:

BANK ONE, NA

#### Dear MICHAEL J MEYER:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 11/01/2017.
- 2. As of 05/08/2018, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$7,610.66 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments: \$7,585.66
Late Fees: \$25.00
NSF Fees: \$0.00
Other Fees: \$0.00
Advances: \$0.00

Amount Held in Suspense:

\$0.00

<sup>1</sup>Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law

If you have any reason to dispute the past-due amount listed above, or if you believe your

Loan is current, please call us at one of the numbers listed below.

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 06/12/2018, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, commence foreclosure proceedings, and sell the Property. If this happens, Chase may be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, the right to assert in the foreclosure proceeding the non-existence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we may be entitled to collect under the loan documents and applicable law, including attorney fees related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service:

  If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail: CHASE

PO BOX 9001871

**LOUISVILLE KY 40290-1871** 

Overnight Mail:

CHASE

6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

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8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.

9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

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For more information, please call Chase Military Services at 1-877-469-0110.

Chase (Mail Code OH4-7399)

P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only



05/08/2018

REDACTED
CARRIE A MEYER
3161 N 105TH ST
WAUWATOSA, WI 53222

# Acceleration Warning (Notice of Intent to Foreclose)

Account:

REDACTED

Property Address:

1950- 1952 N 84TH STREET

WAUWATOSA, WI 53226 (the "Property")

Original Date of Loan:

09/16/2002

Transaction Description:

Loan Secured By Mortgage or Deed of Trust

Original Lender:

BANK ONE, NA

#### Dear CARRIE A MEYER:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

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Other Fees: \$0.00
Advances: \$0.00

Amount Held in Suspense: \$0,00

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CHASE

PO BOX 9001871

LOUISVILLE KY 40290-1871

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CHASE

6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

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If you have questions, please call us at one of the numbers below,

Sincerely.

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

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If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

#### Information for Servicemembers and their dependents

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, California law allows for a six-month deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110.

Chase (Mail Code OH4-7399)

P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only



05/08/2018

REDACTED

CARRIE A MEYER 1950- 1952 N 84TH STREET WAUWATOSA, WI 53226

#### Acceleration Warning (Notice of Intent to Foreclose)

Account:

REDACTED

Property Address:

1950- 1952 N 84TH STREET

WAUWATOSA, WI 53226 (the "Property")

Original Date of Loan:

09/16/2002

Transaction Description:

Loan Secured By Mortgage or Deed of Trust

Original Lender:

BANK ONE, NA

#### Dear CARRIE A MEYER:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 11/01/2017.
- 2. As of 05/08/2018, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$7,610.66 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

 Total Monthly Payments:
 \$7,585.66

 Late Fees:
 \$25.00

 NSF Fees:
 \$0.00

 Other Fees:¹
 \$0.00

 Advances:¹
 \$0.00

Amount Held in Suspense: \$0.00

<sup>1</sup>Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law.

If you have any reason to dispute the past-due amount listed above, or if you believe your

Loan is current, please call us at one of the numbers listed below.

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 06/12/2018, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, commence foreclosure proceedings, and sell the Property. If this happens, Chase may be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, the right to assert in the foreclosure proceeding the non-existence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we may be entitled to collect under the loan documents and applicable law, including attorney fees related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service:
  If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail: CHASE

PO BOX 9001871

LOUISVILLE KY 40290-1871

Overnight Mail:

CHASE

6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.

9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

#### **Important Legal Information**

#### We are a debt collector

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, to the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

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