

IV

R. C. No. 323 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F&P
21-22

Theresa Rowle _____

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

4.3

R. O. No. 79 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan.

FAP

CITY CLERK

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON
by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN
c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as defendant:

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

Within twenty (20) days (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America) of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: Clerk of Circuit Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin 53081; and to plaintiff's attorney, whose address is HOPP NEUMANN HUMKE LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, Wisconsin 53081-3174.

You may have an attorney help or represent you.

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON

by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN

c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN

828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

COMPLAINT

Plaintiff, the Estate of Daniel C. Wilson, by the Personal Representative, Cheryl Eggen, by its attorneys, HOPP NEUMANN HUMKE LLP, by Oliver M. Bauer, as and for a cause of action against the defendant, Richard A. Pocian, alleges and shows to the court as follows:

1. Plaintiff, the Estate of Daniel C. Wilson, is represented by its personal representative, Cheryl Eggen, who is an adult individual residing at 2420 Elm Avenue, Sheboygan, WI 53081.
2. Defendant, Richard A Pocian ("Pocian"), is an adult individual currently residing in the Oshkosh Correctional Institution located at 1730 W Snell Rd, Oshkosh, WI 54901.
3. Defendant, City of Sheboygan, is a municipal corporation organized and existing pursuant to the laws of the state of Wisconsin with its offices and principal place of business at 828 Center Avenue, Sheboygan, WI 53081.
4. Defendant, City of Sheboygan, is joined in these proceedings in that it has or may claim an interest in the property located at 1119 South 10th Street, Sheboygan, WI 53081, by virtue of docketed judgment liens against the defendant, Pocian. That said judgment liens are subordinate and inferior to the interest of the plaintiff.

3. That plaintiff recovers its statutory costs, disbursements, and reasonable attorney's fees of this action.

4. That plaintiff have such other and further relief as may be just and equitable.

Dated this 21st day of September, 2020.

HOPP NEUMANN HUMKE LLP
Attorneys for Plaintiff

By Electronically signed by Oliver M. Bauer
OLIVER M. BAUER
State Bar No. 1090927

Mailing Address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

Telephone: 920-457-8400

Facsimile: 920-457-8411

R:\CLIENT\13529\00001\00160381.DOCX

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- ☐ B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- ☒ Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- ☐ B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____
- ☐ C. No title evidence was provided prior to execution of this Contract.

Legibility Impaired

Dated 10/22/14

VENDOR:

[Signature]
Daniel C. Wilson

PURCHASER:

(SEAL) [Signature] (SEAL)
* Richard A. Pocian

(SEAL) _____ (SEAL)
 *

AUTHENTICATION

Signature(s) _____

authenticated on _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Daniel Wilson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sheboygan COUNTY)

Personally came before me on October 22, 2014,
 the above-named Daniel C. Wilson and
Richard A. Pocian

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

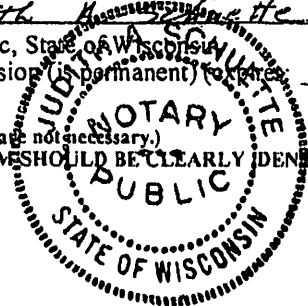
[Signature]
Judith A. Schutte

Notary Public, State of Wisconsin
 My Commission (is permanent) to term 12-11-16)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
 LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-2003

*Type name below signatures.





Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

LETTER REPORT OF TITLE**File #: 1152565**

Completed on: 7/30/2020 3:35 pm
Last Revised on: 7/30/2020 3:36 pm
Printed on: 7/30/2020 3:38 pm
Title Contact: Donna Pikula
(dpikula@knightbarry.com)

Assignment of Rents from Daniel C. Wilson to Cleveland State Bank recorded June 19, 2009 as Document No. 1880730.

Other matters.

A search of the tract index maintained by the Sheboygan County Register of Deeds office ("Register") for the 24 months prior to the Effective Date of this Commitment reveals no deeds conveying the Land recorded with the Register during the stated time period. The last document conveying the Land recorded with the Register was a Land Contract between Cheryl L. Eggen, as Personal Representative of the Estate of Daniel C. Wilson, deceased, as Vendor, and Richard A. Pocian, as Purchaser, executed October 22, 2014, and recorded November 17, 2016, as Document No. 2030643.

Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight Barry Title Group website at www.knightbarry.com/terms-and-conditions (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Condition. We reserve the right to update the Terms and Conditions as necessary - it is your responsibility to review them periodically.



August 28, 2020

Mr. Richard Pocian, 513647
Oshkosh Correctional Institution
P.O. Box 3310
Oshkosh, WI 54903-3310

Re NOTICE OF DEFAULT - LAND CONTRACT
1119 South 10th Street, Sheboygan, WI 53081

Dear Mr. Pocian:

This letter is in response to your letter dated August 10, 2020. To clarify, I represent the Daniel Wilson Estate. Cheryl Eggen is the personal representative of this estate and, therefore, I was hired by Ms. Eggen for the purpose of foreclosing on this land contract.

As you know, the purchase price under the land contract was \$50,000.00. The land contract further required you to pay all real estate taxes on the property. The estate is not in possession of evidence that shows any payments were made under the land contract. As such, to comply with the Notice of Default, you must pay the entire remaining balance of \$50,000.00 (or the outstanding balance upon proof of payment) plus the outstanding real estate taxes in the amount of \$1,494.42.

If you fail to pay the outstanding balance in full by September 14, 2020, my client will have no choice but to commence an action to foreclose the above-referenced land contract.

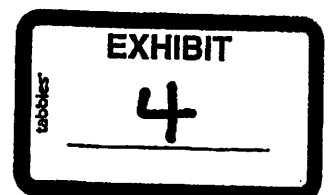
Very truly yours,

Oliver M. Bauer
e-mail

OMB/cb

cc Ms. Cheryl Eggen

RECEIVED 35290000100159366 DOCX



STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

Cheryl Eggen vs. Richard A. Pocian et al

**Electronic Filing
Notice**

Case No. 2020CV000346

Class Code: Foreclosure of Mortgage

FILED**09-22-2020****Sheboygan County****Clerk of Circuit Court****2020CV000346****Honorable Daniel J****Borowski****Branch 5**

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

Case number 2020CV000346 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

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: 64d867

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 920-459-3068.

Sheboygan County Circuit Court
Date: September 22, 2020