

VI

5.12

R. C. No. 327 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F&P
U-C

Mydonna M. ... _____

_____ 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

3.3

R. O. No. 124 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.

CITY CLERK

F+P

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN****UnitedOne Credit Union vs. Kathleen Repphun-Burss et al Electronic Filing
Notice**Case No. 2021CV000010
Class Code: Foreclosure of Mortgage

FILED

01-12-2021

Sheboygan County

Clerk of Circuit Court

2021CV000010

Honorable L Edward
Stengel

Branch 1

JAN 14 '21 PM 3:18

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Served On
Name: City of Sheboygan
Address: 828 Center Avenue
City: Sheboygan, WI
Date: 1/14/21
Time: 3:15 PM
Served By: Melissa Cleverger

Case number 2021CV000010 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: fae0e3

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: January 12, 2021

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L. Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street, #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Within twenty (20) days of receiving this Summons, the Defendants 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 Sheboygan County Courthouse, 615 N. 5th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

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

Dated this 12th day of January, 2021.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff

Electronically signed by Michele M. McKinnon

By: _____

Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P.O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645199

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L. Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by its attorneys, named below, alleges and shows the Court the following:

THE PARTIES

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1. Plaintiff **UNITEDONE CREDIT UNION** (“UnitedOne”) is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant **KATHLEEN REPPHUN-BURSS a/k/a KATHLEEN S. BURSS** (“Kathleen”, and referred collectively with Gary Burss as the “Bursses”) is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

3. Defendant **GARY BURSS** (referred collectively with Kathleen Repphun-Burss as the “Bursses”) is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

4. Defendant **WENDY MICHELS** (“Michels”) is, upon information and belief, an adult resident of the State of Wisconsin, residing at 3105 N. 13th Street #23, Sheboygan, Wisconsin 53083.

5. Defendant **LAKE SHORE CAP, INC. OF WISCONSIN** (“Lakeshore”) is, upon information and belief, a lending institution with the last known business address of 702 State Street, Manitowoc, Wisconsin 54221. Upon information and belief, Lakeshore’s registered agent is Colleen Homb, 702 State Street, Sheboygan, Wisconsin, 54221.

6. Defendant **CITY OF SHEBOYGAN** (“City of Sheboygan”) is, upon information and belief, a body politic with its principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081. Upon information and belief, the clerk for the City of Sheboygan is Meredith DeBruin at the location of 828 Center Avenue, Sheboygan, Wisconsin 53081.

**GENERAL ALLEGATIONS COMMON TO
ALL CLAIMS FOR RELIEF**

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

7. On or about October 31, 2005, Kathleen executed and delivered to UnitedOne a Real Estate Mortgage Note (Non-Consumer) (the "Note") in the amount of Fourteen Thousand One Hundred Sixty-nine and 38/100 (\$14,169.38). A copy of the Note is attached hereto as **Exhibit A.**

8. The Note required monthly payments by Kathleen to UnitedOne.

9. Payment of the Note is secured by a real estate mortgage executed by the Bursses and Michels in favor of UnitedOne dated October 31, 2005 for the following parcel of real estate ("the Mortgage"):

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS, SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

Tax Parcel No. 59281627190

(the "Real Estate"). The Real Estate is more commonly known as 1541 Division Avenue, Sheboygan, Wisconsin 53083. A true and correct copy of the Mortgage is attached hereto as

Exhibit B.

10. The Mortgage was duly recorded in the Office of the Register of Deeds in Sheboygan County, Wisconsin on November 30, 2005 as Document No. 1783652.

11. To further secure payment on the Note, Michels executed a Guaranty Agreement on October 31, 2005 in which she guaranteed full payment of the Note to UnitedOne in the event of default by Kathleen (the "Guaranty").

12. Defendant Lakeshore may claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on April 20, 2006 as

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Document No. 1796275. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

13. Defendant City of Sheboygan may claim an interest in the Real Estate by virtue of a judgment lien in the amount of Six Hundred Ninety-one Dollars (\$691.00) docketed December 11, 2020 in Sheboygan County Case No. 2020TJ86. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

14. Defendant City of Sheboygan may further claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on November 27, 2007 as Document No. 1840535. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

15. Michels may claim an interest in the Real Estate by virtue of a Quit Claim Deed dated May 31, 2006 and recorded with the Sheboygan County Register of Deeds on June 2, 2006 as Document 1799943 which purports to give Michels a residual interest in the Real Estate following Kathleen's death.

16. Kathleen has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

17. The Bursses and Michels have failed to pay real estate taxes due on the Real Estate as is required by the Mortgage.

18. On November 10, 2020, UnitedOne sent each of the Bursses and Michels a Notice of Right to Cure Default. Copies of the notice are attached as **Exhibit C**. Neither the Bursses nor Michels have responded to UnitedOne.

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19. As of December 28, 2020, there is justly and owing to UnitedOne upon the Note the following amount:

Current Balance:	\$ 8,456.39
Late Charges through 12/28/2020	\$ 23.80
<u>Interest through 12/28/2020:</u>	<u>\$ 310.82</u>
Total Payoff through 12/28/2020:	\$ 8,791.01

20. In accordance with the provisions of the Note and Mortgage, UnitedOne is also entitled to collect its expenses in pursuing this action against the Bursses and Michels as provided in Wis. Stat. §428.103.

CLAIM FOR RELIEF I
FORECLOSURE OF REAL ESTATE

21. UnitedOne realleges paragraphs 1 – 20 as if fully set forth herein.

22. The Real Estate, upon information and belief, is the homestead of the Bursses.

23. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

24. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

25. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

26. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of six (6) months from the date of entry of judgment for the Real Estate. UnitedOne expressly waves judgment for deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

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A. For a finding that Kathleen are indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;

B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that

- (i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;
- (ii) The Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;
- (iii) the amounts due upon the Note and Mortgage, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;
- (iv) the Bursses and Michels, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;
- (vi) the Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold, and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable, and

C. For such other and further relief as the Court deems just and equitable.

Dated this 12th day of January, 2021.

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LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for UnitedOne

By: s/ Michele M. McKinnon

Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:

231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645222

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

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REAL ESTATE MORTGAGE NOTE (NON-CONSUMER)

(May be used for any of the following real estate loans: business purpose loans, loans to organizations, agricultural loans or subordinate loans with amounts financed over \$25,000, first mortgage loans or equivalent first mortgage loans.)

Acct. No. 23 M1

MANITOWOC

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) jointly and severally promise(s) to pay to the order of **UNITEDONE CREDIT UNION**, Credit Union of **MANITOWOC**, Wisconsin ("Credit Union") the principal sum of **FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100** Dollars (\$ **14,169.38**), together with interest on the unpaid balance before maturity at the rate of **6.450** % per annum. Subject to any variable rate loan provision stated below. The total of payments due hereunder shall be payable at the office of the Credit Union, or at such other place as the Credit Union may designate in writing. In the following manner:

(Check Applicable Box):

- (A) ☐ in installments of \$ _____, beginning on _____ and on the _____ day of _____ each month thereafter, plus a final payment of \$ _____ due on _____;
- (B) ☒ in **299** installments of \$ **95.23**, beginning on **DECEMBER 1, 2005** and on the **1ST** day of **NOVEMBER 1, 2030** due on **NOVEMBER 1, 2030**. However, the entire indebtedness outstanding, including any additional advances shall be payable on demand of the Credit Union after **OCTOBER 31, 2012**. Until the Credit Union makes such demand, monthly payments of principal and interest shall continue as provided herein.
- (C) ☐ (Other - Specify)

This repayment schedule is subject to revision based upon operation of the variable rate provision of the Note, additional advances under the Note, failure to make payments when due or operation of any other provision of the Note. Payments may be applied to installments, interest due, or delinquency charges in any order the Credit Union chooses.

If any installment of principal and interest is not paid within **15** days after its due date, the Credit Union may assess a delinquency charge of **5.000** percent of the unpaid amount of the installment. For purposes of calculating the late charge, payments will be credited first to current installments and then to delinquent installments. Interest on the balance due after acceleration or maturity of the loan shall be at a rate equal to the contract rate of interest then in effect.

This Note contains the following variable rate loan provision:

This Mortgage Note is secured by a real estate Mortgage to the Credit Union dated **10/31/05** on property located at **1541 DIVISION AVE, SHEBOYGAN, WI 53083**

and all of the terms and conditions of said Mortgage are hereby incorporated herein and made a part of this Note.

If checked here ☐, in addition to the installments aforementioned, Borrower agrees to pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, and property insurance premiums upon the premises mortgaged as collateral security for this Note. Upon demand, Borrower shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Borrower pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on the outstanding balance of such sums as required by law.

IN THE EVENT OF DEFAULT, BORROWER HEREBY PLEDGES ANY SHARES OR DEPOSITS, SHARE CERTIFICATES OF DEPOSIT NOW OR HEREFTER HELD BY PROMISOR IN THIS CREDIT UNION AS ADDITIONAL SECURITY FOR THE PAYMENT OF THIS OBLIGATION. This Pledge shall not apply to any Individual Retirement Arrangements (IRA) or to any account for which the existence of the pledge would have an adverse impact on the tax-exempt status of the account.

If checked here ☐, in the event a prepayment is made within 5 years of the date of this loan, Credit Union shall receive an amount equal to 60 days' interest at the contract interest rate on the amount by which the aggregate principal prepayments for any 12-month period exceeds 20% of the original amount of the loan. However, if this Note is subject to 138.056(3), Borrower may prepay this Note in whole or in part without penalty as permitted by 138.056(3). If a prepayment is made 5 or more years from the date of the Note, no premium or penalty will be charged by Credit Union.

Upon prepayment of the Note in full, the Credit Union will calculate and refund unearned interest paid, if any, pursuant to Wis. Stats. § 138.052. Solely for purposes of calculating such refund, an installment paid within _____ days before or after its scheduled due date shall be treated as paid when due.

In the event of default, the undersigned shall pay all reasonable costs incurred by Credit Union in collection of the amount due hereunder, including attorney's fees, to the extent such fees are not limited by Wis. Stats., § 428.103. The Borrower(s), whether Maker, Surety, Guarantor or Endorser, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note, or any part thereof, without notice, and each hereby waives demand, presentment or payment, notice of acceleration, notice of nonpayment and protest.

The Credit Union has made no representations or warranties regarding any of the following: (1) the collection or enforcement of the obligation herein; (2) the collectibility or enforceability of any collateral securing the obligation; or (3) the financial condition of any Borrower. Each Borrower must independently determine the collectibility of the Obligation and the creditworthiness of any Borrower.

The obligations of each of the Borrowers is joint and several; any use of the singular herein may also refer to the plural and vice versa; all references in this Note are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE ATTACHED ADDITIONAL PROVISIONS.

ALL BORROWERS ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE.

Sign and sealed this **31ST** day of **OCTOBER, 2005**
In Presence of:

Adrian Relnak

Borrower *Kathleen S Burss* (Seal)
KATHLEEN S BURSS

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

CREDIT UNION USE:

☐ Wis. Stat. § 138.052 ☐ Wis. Stat. Ch. 428

☐ Wis. Stat. § 138.056 ☐ Wis. Stat. § 138.056

☐ Truth in Lending Disclosure (82041)
☐ Real Estate Mortgage (82043)

☐ RESPA (ii B014)
☐ Right of Rescission (ii B036)

ADDITIONAL PROVISIONS

Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions or agreements of this Note or the Mortgage which secures it, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Borrower toward the payment of said indebtedness, and thereafter proceed by suit at law for judgment on this Note or to foreclose said Mortgage given as security for payment hereof, or both; upon default by Borrower in any payment provided in said Mortgage or by this Note; upon the making of a contract or agreement by Borrower or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Borrower or Borrower's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Borrower's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Borrower, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Borrower to observe or perform any of the covenants and agreements contained herein or in the Mortgage which secures it. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its rights for any other or subsequent default or breach of covenant.

This Agreement between Borrower and Credit Union is expressly limited so that in no contingency or event whatsoever whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the use, forbearance or retention of the funds to be advanced hereunder exceed the highest rate permissible under the laws of the United States or of the State of Wisconsin, whichever shall be applicable. If, under any circumstances whatsoever, fulfillment of any provision of the Note or Mortgage securing this Note or any other agreement referred to herein shall, at the time fulfillment of such provision be due, involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the holder thereof shall ever receive as interest an amount which would be excessive interest, such amount shall (a) be applied to the reduction of the unpaid principal balance due hereunder or (b) be refunded to Borrower, but shall never be credited or ascribed as the payment of interest. This provision shall control every other provision of all Agreements between Borrower and the holder hereof.

To the extent not prohibited by law, the Note is also secured by present and future security agreements between Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Note is not secured by any principal dwelling unless described in this Note.

1783652

MORTGAGE (NON-CONSUMER)

(For use with any size first lien mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

Acct. No. 14323 M1

In consideration of the sum of **FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100**

Dollars (\$ 14,169.38),

the receipt of which is acknowledged,

KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

("Mortgagor", whether one or more) mortgages, conveys and warrants to **UNITEDONE CREDIT UNION** ("Credit Union"), of **MANITOWOC**, Wisconsin and its successors and assigns the following described real estate in **SHEBOYGAN** County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS. SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

**SHEBOYGAN COUNTY, WI
RECORDED ON**

11/30/2005 10:02AM

**DARLENE J. NAVIS
REGISTER OF DEEDS**

**RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION 0**

**STAFF ID 6
TRANS 0 72102**

0 OF PAGES: 2

RETURN TO

**UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220**

Parcel ID Number 59281627190

This (is) (~~is not~~) a homestead property.

If checked, description of property is continued on an attached sheet.

1. **Covenant of Title.** Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE PAGE TWO FOR ADDITIONAL PROVISIONS.

Kathleen S. Burss (Seal)
Mortgagor
* **KATHLEEN S BURSS**

Signed and Sealed this 31st day of

OCTOBER 2005

Gary Burss
Mortgagor
* **GARY BURSS**

Wendy Michels
Mortgagor
* **Wendy Michels**

STATE OF WISCONSIN

MANITOWOC

County } ss

This Instrument was acknowledged before me on **OCTOBER 31, 2005**
KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

Julie Wilke
Notary Public **MANITOWOC** County, Wis.
My Commission Expires: **08/25/2006**

* Type or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:

JULIE WILKE

Use in conjunction with Mortgage Note 82042 and Federal Truth in Lending Disclosure 82041

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
 - (a) To pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
 - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
 - (c) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
 - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
 - (e) **Conveyance.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
 - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
 - (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
 - (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
 - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; upon default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Mortgagor to observe or perform any of the covenants and agreements contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by 428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.



November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3575

Wendy Michels
114 East Dr
Hendersonville TN 37075

RE: Real Estate Mortgage Note (Non Consumer) dated October 31, 2005
("Note")
Current Amount Outstanding on Note: \$8,456.39
Mortgage dated October 31, 2005 ("Mortgage")
Account and Loan ***23-L0000
Mortgage Property Address: 1541 Division Ave. Sheboygan, WI 53081
("Property")

Dear Mr. and Ms. Burss and Ms. Michels,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	August, 2020 \$84.20 September, 2020 \$95.23 October, 2020 \$95.23 November, 2020 \$95.23
Past Due Real Estate Taxes-	2017 \$622.44 2018 \$1,616.07 2019 \$1,393.30
Total Due to Cure Default -	\$4,001.70

This letter is to notify you that in order to cure the Default, you must pay \$369.89 to UnitedOne and \$3,631.81 to Sheboygan County Treasurer on or before December 12, 2020. Failure to cure the Default on or before December 12, 2020 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,

Shayleen Schad
Shayleen Schad
Asset Protection Coordinator

EXHIBIT C





November 10, 2020

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AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3582

Wendy Michels
114 East Dr
Hendersonville TN 37075

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Since 1991

Sharon Schad
Asset Protection Coordinator





November 10, 2020

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AND FIRST CLASS MAIL

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Gary Burss
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91 7199 9991 7037 9792 3599

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Sincerely,

Sharon Chiodi
Sharon Chiodi
Asset Protection Coordinator

