

R. O. No. <u>15 - 23 - 24</u>. By CITY CLERK. June 5, 2023.

Submitting a Summons and Complaint in the matter of Bank United, N.A. vs. Joseph P. Champeau et al.

CITY CLERK

FAP

Case 2023CV000240

Document 2

CIRCUIT COURT

Case No. 2023CV000240

Class Code: Foreclosure of Mortgage

Filed 05-09-2023

Page 1 of 1

STATE OF WISCONSIN

BankUnited, N.A. vs. Joseph P. Champeau et al

SHEBOYGAN Electronic Filing

Notice

FILED 05-09-2023 Sheboygan County Clerk of Circuit Court 2023CV000240 Honorable Angela W. Sutkiewicz Branch 3

MAY 2 5 2023

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

Case number 2023CV000240 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. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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: 809503

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.

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Sheboygan County Circuit Court Date: May 9, 2023

GF-180(CCAP), 11/2020 Electronic Filing Notice

§801.18(5)(d), Wisconsin Statutes



Sheboygan County Foreclosure Mediation Program Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.



A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County **Foreclosure Mediation Program Request for Mediation** Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP Clerk of Circuit Court 615 north Sixth Street Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20CV			
Name of Homeowner(s):			
Property Address:			
(street, city or town, zip code) Mailing address, if different from above:			
(street, city or town, zip code) Best telephone number to reach you during the day:			
Alternate telephone number:			
Name of Lender/Plaintiff in your case:			
1. Is the property being foreclosed your primary residence?YesNo			
2. Does the property consist of four or fewer dwelling units?YesNo			

3.	Have you started a Bankruptcy action that is still ongoing?YesNo
4.	Have you met with a housing counselor?YesNo
	If yes, with whom have you met?
5.	What is your monthly income from all sources?
6.	Do you expect your income to change for any reason? If so, please explain:
7.	Check all items that have caused you to miss your mortgage payments:
	Injury or illnessAdjustable interest Rate / Balloon
	Loss of EmploymentExpenses exceed income
	Other:
8.	Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:
9.	If English is not your primary language, do you need an interpreter?YesNo
	What language?
anonymou	tion of Research and Evaluation. Marquette University Law School is compiling us aggregate case file or results information for the purpose of evaluating our services, valuable research information, designing future programs and engaging in academic analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

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Date

Case 2023CV000240 · Docume	ent 3 Filed 05-09-202	23 Page 1 of 25	
		5	FILED
			05-09-2023
			Sheboygan County
DRC			Clerk of Circuit Court
STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN (202304000240
			Honorable Angela W. Sutkiewicz
BankUnited N.A. c/o Carrington Mortgage Services, 1600 South Douglass Road Suite 2			Branch 3
Anaheim, CA 92806		Case Number:	
Plaintiff,		FORECLOSURE CA 30404	SE CODE -
VS.			
		SUMMONS	
Joseph D Champage			

Joseph P. Champeau 1821 S. 15th Street Sheboygan, WI 53081

City of Sheboygan 828 Center Avenue, Suite 103 Sheboygan, WI 53081

0001/0000/0

Defendant,

THE STATE OF WISCONSIN

To each person or entity named above as a defendant:

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

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

Sheboygan County Clerk of Court 615 N 6th Street Sheboygan, WI 53081-4692 and to the plaintiff's attorney whose address is:

Randall S. Miller & Associates, LLC 342 N. Water St., Suite 600 Milwaukee WI 53202

You may have an attorney help or represent you.

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

Dated this 9th day of May, 2023.

Randall S. Miller & Associates, LLC Attorneys for Plaintiff

Electronically signed:

By: Is/ James D. Major James D. Major State Bar No. 1103081

Randall S. Miller & Associates, LLC 342 N. Water St., Suite 600 Milwaukee, WI 53202 P: (414) 937-5992 F: (414) 921-5628 Email: wisconsin@rsmalaw.com Our Case Number: 16WI00038-6

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

Joseph Champeau 1821 S. 15th Street Sheboygan, WI 53081

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City of Sheboygan 828 Center Avenue, Suite 103 Sheboygan, WI 53081

THANK YOU

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STATE OF WISCONSIN

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BankUnited N.A. c/o Carrington Mortgage Services, LLC 1600 South Douglass Road Suite 200-A Anaheim, CA 92806

Plaintiff

VS.

Joseph P. Champeau 1821 S. 15th Street Sheboygan, WI 53081

City of Sheboygan 828 Center Avenue, Suite 103 Sheboygan, WI 53081

Defendant

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

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

- 1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
- The Defendant Mortgagor is a competent adult who, upon information and belief, resides at 1821 S. 15th Street, Sheboygan, WI 53081 (hereinafter "Property")
- 3. The mortgaged real estate is owned of record by Defendant Mortgagor Joseph P. Champeau.
- 4. On or about December 24, 2009 the Mortgagor executed and delivered a mortgage note to Bank of America, N.A., and its successors and assigns, and thereby promised to pay the principal balance of \$83,942.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
- 5. That to secure the indebtedness, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank of America, N.A., which mortgage was dated on December 24, 2009 and recorded in the Office of the Register of Deeds for Sheboygan County on January 5, 2010, as Document No. 1893913.
- The mortgage was subsequently assigned to BankUnited N.A., by an assignment dated November 29, 2021, recorded on December 1, 2021 as Document No. 2127470. A true copy of said assignment is attached as Exhibit C.
- 7. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

CIRCUIT COURT

SHEBOYGAN C**Steboygan County** Clerk of Circuit Court 2023CV000240 Honorable Angela W. Sutkiewicz FORECLOSURE CASE CODE -30404

COMPLAINT

Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin. Commonly known as: 1821-1821A S. 15th Street, Sheboygan, WI 53081 TAX ID: 59281402390

8.

The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are due as of January 1, 2023:

Principal Balance:	\$61,955.13
Interest Due:	\$ 1,290.75
Late Charges:	\$ 0.00
Escrow Balance:	\$ 214.24
Corporate Advances:	<u>\$ 145.00</u>
TOTAL:	\$63,605.12

9. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 5.00000% per annum. The daily per diem is \$8.61.

10. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.

- 11. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
- 12. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant and cannot be sold in parcels without injury to the interests of the parties.
- 13. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. Plaintiff waives any deficiency judgment.
- 14. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023JT000022 in the office of the Sheboygan Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023TJ000021 in the office of the Sheboygan Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 20023TJ000020 in the office of the Sheboygan Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 2023TJ000019 in the office of the Sheboygan Circuit Court, in the

sum of \$691.00, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed August 17, 2022 as case number 2023TJ000018 in the office of the Sheboygan Circuit Court, in the sum of \$98.80, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed February 23, 2022 as case number 2023TJ000017 in the office of the Sheboygan Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

City of Sheboygan, by virtue of the Judgment for Money dated January 26, 2023 and docketed October 6, 2021 as case number 2023TJ000016 in the office of the Sheboygan Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

WHEREFORE, Plaintiff demands as follows:

- 1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
- 2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
- 3. That the Judgment provide that all rights, title and interest that the defendant and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
- 4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;
- 5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;
- 6. That plaintiff have such other and further relief as may be just and equitable.

Dated this 9th day of May, 2023

Respectfully submitted, Electronically signed by:

<u>/s/ James D. Major</u> James D. Major, State Bar No. 1103081 Randall S. Miller & Associates, LLC

Attorney for Plaintiff Randall S. Miller & Associates, LLC 342 N. Water St., Suite 600 Milwaukee, WI 53202 P: (414) 927-5992 F: (414) 921-5628 Email: wisconsin@rsmalaw.com Our Case Number: 16WI00038-6 05-09-2023

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Prepared by: JENNIFER STRICKLAND

Wisconsin

NOTE

FHA Case No. LOAN #: WI5813799675703 DECEMBER 24, 2005

[Date]

1821-1821A S. 15TH, SHEBOYGAN, WI 53081 [Property Address]

PARTIES 1.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

BORROWER'S PROMISE TO PAY; INTEREST 2.

In return for a loan received from Lender, Borrower promises to pay the principal sum of BIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$83, 942.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent (5.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

PROMISE TO PAY SECURED

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

MANNER OF PAYMENT 4.

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1.ST, 2010 . Any principal and interest remaining on the first day of JANUARY, 2040 , will be due on that date, which is called the "Maturity Date." (B) Place

Payment shall be made at

P.O. Box 660694, Dallas, TX 75266-0694 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$450.62 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

BORROWER'S RIGHT TO PREPAY 5.

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

BORROWER'S FAILURE TO PAY 6.

(A) Late Charge for Overdue Payments

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

(B) Default

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

F Fixed R	ite Note-WI
2001R-W	(03/07)(d/i)

Page 1 of 2

FHA Wisconsin Fixed Rate Note - 10/95



CASE #:

(C) Payment of Costs and Expenses

LOAN #:

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

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

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

Any notice that must be given to Lender under this Note will be given by first class mall to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenable contained in this Note.

(Seal) -Borrower (Seal) PAY TO THE ORDER OF -Borrower WITHOUT RECOURSE BANK OF AMERICA, N.A. (Seal)

MICHELE SJOLANDER SENIOR VICE PRESIDENT

-Borrower

-Borrower

[Sign Original Only]

Case 2023CV000240	·Document 3 EXH	Filed 05-09-202 HIBIT B	SHEBOYGAN COUNT RECORDED ON 01/05/2010 12:2 ELLEN R. SCH REGISTER OF DEE	Эрм Ileichêr Ds
DOCUMENT NU		MORTGAGE	RECORDING FEE: TRANSFER FEE: EXEMPTION # NA STAFF ID 5 TRANS # 143936 # OF PAGES: 6	\$21.00
NAME & RETUR BANK OF AMER Recontrust C P.O. Hox 619 Dallas, TX 7	ICA, N.A. 0./TX2-979-01-07 003			
PARCEL IDENTI 59281402390		Above This Lin		
			FHA Case No,	
			415813799675703	
State of Wisconsi	a	м	IN 1000255-0000381323-3	<u> </u>
THIS MOR	ICAGE ("Socially Instrument IDEAU, A SINGLE PERSON	h is given on DBCE	MBER 24, 2009 . The Mortg	agor is
existing under the tel. (383) 573-MEI HANK OP AMERI ("Lender") is organ 3.01. South Tryy Bourower owes Ler EIGHTY THRBS Dolliers (U.S. \$ 85 Instrument ("Note" JANUARY 01, Note, with interest, advanced under par and agreements un convey to MERS (s with power of sale County-Wirpometer	laws of Delaware, and has an S. CA. N.A. ized and existing under the laws on Street, Charlotte, ader the principal sum of THOUSAND NINE HUNDRED 3,942.00). This b, which provides for monthly 2040 . This Security in and all receivals, extensions and agraph 7 to protect the security of ler this Security Instrument and hiery as nonlinee for Lender and bley as consider for Lender and bley as consider for Lender and bley as consider for Lender and the following described more	address and telephone music sof THE UNITED STAT NC 20255 FORTY TWO and 00/ debt is evidenced by Bom / payments, with the full striment secures to Lende i modifications of the Note of this Security Instrument; d the Note, For this purp Lander's successors and as perty located in SHEHO	200 ower's note dated the same date as this S lebt, if not paid earlier, due and pays it (a) the ropayment of the debt evidenced ; (b) the payment of all other sums, with i and (c) the performance of Borrower's con- cee, Borrower does bereby montgage, gra depui) and to the successors and assigns off XGMN	ecurity be on by the interest, comants
FHA Wiscossin More MERS Fria Morgage 2004 Wit (11/07) (21)	jigo with MERS = 4/95 W1	Paga 1 of 5	Amendy	- rd \$/01

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This Mortgage has been

electronically recorded

Amonded 2/01

MORTGAGE

DOCUMENT NUMBER:

NAME & RETURN ADDRESS: BANK OF AMERICA, N.A. ReconTrust Co./TX2-979-01-07 P.O. Box 619003 Dallas, TX 75261-9003

PARCEL IDENTIFIER NUMBER: 59281402390

	we This Line For Recording Data]
	FHA Case No.
	WI5823799675703
tate of Wisconsin	MIN 1000255-0000381323-3

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 2009 . The Mortgagor is JOSEPH P CHAMPEAU, A SINGLE PERSON

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

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES , and has an address of 101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$ 63,942.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2040 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (sclely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOXGAN County, Wisconsin: SEB EXHIBIT "A" ATTACHED HERETO AND MADE & PART HEREOF.

FHA Wisconsin Mortgage with MERS - 4/26

MERS FHA Matgage-Wi 2004N-Wi (11/07)(d/i)



Page 1 of 5

Case 2023CV000240

CASE #:					D00 77 4.	
which has th	e address of		1821-1921A	8. 1577.	DOC ID #: SHEBOYGAN	
Wisconsin	53081 Zip Codel	("Property Address");		[Street, City]	BREBUIGAN	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property," Borrower understands and agrees Instrument, An of the foregoing is reserved to in this Security instrument as the "roparty." Bonower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all

With naw or custom, MARKO, (as homonee for Lenger and Lengers successors and assigns), has the right to exercise any or an of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to morigage, grant and convey the Property and that the Property is uncommbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on,

 Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on.
 Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property. (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance heat neutrophy of Housing and Urban Development (Secretary), or in any year in which the Lender must pay a mortgage insurance heat required. If Lender still held the Security Instrument, each monthly payment shall elso include either: (f) a sum for insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage Secretary. Except for the monthly charge by the Secretary, these items are called "Escretars" and the sums paid to Lender Secretary. Except for the monthly charge by the Secretary, these items are called "Escreta" and the sums paid to Lender

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 TEC Section 2011 at the and implementing conclusion 24 OW Part 2000 and the maximum 12 U.S.C. Section 2601 et seq. and Implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before

the Borrower's payments are available in the account may not he based on amounts due for the mortgage insurance premium. If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA. Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender et any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage

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

 Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: <u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly montgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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

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

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

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Occupancy, Preservation, Maintenance and Protection of the Property; Rorrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any externating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited provide Lender with any material information) in connection with the loas evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee tille to the Property, 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indektedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indektedness unpaid to lender the Note and this

Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any definquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monibly payments, which are

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay all governmental directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property. Borrower shall pay all governmental directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property. If Borrower fails to make these payments or the payments required by paragraph 2. A of fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect than Lender's rights in the Property (such as a proceeding in bankrupty, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, hazard insurance and other items mentioned in paragraph 2. Any amounts disbursed by Lender under this paragraph 3.

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

this Security instrument. These andowns shall over interest from the ball of a destruction of the security instrument agless borrower: (a) agrees for writing to the payment of the obligation secured by the han in a mean acceptable to Lender; (b) contests in good faith the item by, or defends against enforcement of the her in, legal proceedings which in the Lender's opinion operate to prevent the tem by the first secure from the holder of the lies an agreement satisfactory to Lender subordinating the lies to Here by, to because against construction of the next in, regar processings which its because s optimus optime in prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain printity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days of the giving of notice.

Fors, Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Definite for Accept and Definite by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

 (b) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument if:
 (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument if:
 (ii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument
 (iii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument
 (iii) Borrower defaults by failing to a solid of failing to an accepted by the security and the payment of the security instrument

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

(b) Sale Without Credit Approval. Leader shall, if permitted by applicable haw (including Section 341(d) of the Gara-Si, Germain Depository Institutions Act of 1992, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by device or descent), and

otherwise transferred (other than by devise or descent), and

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

No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but

(c) No warvers in tradmanances occur that would permit Lender to require minediate payment in fut, our Lender does not require such payments, Lender does not waive its rights with respect to subsequent events. (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be aligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its be augment of insurance times the reasonal reasonal reasonal for any near the task hereof, scretcer any, at no option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Leader when the unavailability of insurance is solely due to Leader's

failure to renait a mortgage insurance premium to the Secretary. 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Bourower shall tender in a hump sum all amounts required to

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bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon relastatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to parmit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure on different

grounds in the fature, or (iii) reinstatement will adversely affect the priority of the llen created by this Security Instrument. 11. Burrower Net Released; Borbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Horrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remety shall not be a waiver of or

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Retenants for stored morely to mortgage.

Bothwert's interest in the resperty other the terms of this Security Instrument; (b) is not personary congared to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Rorower declorates by notice to Londer. Any writes to Londer shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this

to Leans's summers summers summers therein or any address Leaner designates by nonce to borrower. Any nonce provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are designed to be secured.

declared to be severable. 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 16. Hazardous Substances. Encrower shall not cause or permit the presence, use, disposel, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall momentuments are united of any functional law, and a storage of the property is a storage of the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

17. Assignment of Rents. To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and to Lender an use rents and revenues of the Property. Borrower anthonizes Lender or Lender's agents to coulect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the herefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for herefit of Lender only to be conflict to the control by the Security Instrument (b) Lender shall be held by Borrower as trustee for

benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or

Lender's agent on Lender's written demand to the tenant. Borrower has not excessed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Prometty shall terminate when the debt secured by the Security Instrument is usid in full.

Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Londer shall be entitled to collect all expenses lacarred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable

Intomeys uses and costs of the sole of sale, Lender shall give notice of sale in the manner prescribed by applicable law to If Lender Invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including,

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but not limited to, reasonable attorneys' feas; (b) to all sums secured by this Security Instrumont; and (c) any access to the clerk of the circuit court of the county in which the sale is held.

If the Lunder's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family payment in and under rangeaps >, the secretary may invoke the honjutation power of sine provided in the bidge balancy Mortgage Foreclosure act of 1994 ("Act") (12 U.S.C. 3751 et seg) by requesting a foreclosure commissioner designated shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.
 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

Institution that will be a set of the first the interview is and pay any recordation costs. 20. Accolerated Redemption Periods. If (a) the Property is 20 acres or lass in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 8 would be fore the time of the commencement of the foreclosure action, then the sale of the Property may be 8 would be foreclosure action, then the sale of the time of the commencement of the foreclosure action, then the sale of the Property may be 8 would be foreclosure action. Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

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

Condominium Rider . Planned Unit Development Rider.

Growing Equity Rider . Greduated Payment Rider

Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and In any rider(s) executed by Borrower and recorded with it.

(Seal) CHAMPEAU -Borrowar (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower STATE OF WISCONSIN. Sheb The foregoing instrument was whity sat My Commission Expires: mus 8 2010 y Public, State of Wisconsin

ś This instrument was prepared by: JENNIFER STRICKLAND

1305 MALL OF GEORGIA BL, #200, BUFORD, GA 30519

onne Wester ha BANK OF AMERICA, N.A.



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EXHIBIT A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

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ASSIGNMENT OF MORTGAGE

16W100038-4

KNOW ALL MEN BY THESE PRESENTS: That Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1,00), lawful money of the United States of America, to it in hand paid by:

Ba nkUalted N.A., the Ansignee, whose address is no Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a cortain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single percent to Mortgage Electronic Registration Systems, Inc., soley as nomisee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan County, State of WI, described as described as

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390

Commonly known as: 1821-1821A S. 15th, Sheboygan, WI \$3081

Dated this 29 day of Normport. Lau Carrington Montgage Services, LLC

A notary public or other officer completing this certificate vertifies only the identity of the individual who signed the document to which this sectificate is stached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA)

COUNTY OF ORANGE)

The - NOV 2 9 2021 By: Veronica Robles Its: **Default Supervisor**

On NUV 2.9 2021 before me <u>learnetice Marie Vargas</u> Notary Public personally appeared <u>Veronica Robbas</u> who proved to me on the basis of satisfactory evidence to be the person(s) whole name(s) is/ze subscribed to the within instrument and acknowledged to me that he/she/bey executed the same in bis/ter/heir subscribed capacity(ies), and that by his/ber/heir signature(s) on the instrument the person(s), or entily upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official zeal.

Drafted by & when recorded return to: La Pet Lee Randall S. Millor & Associates, LLC 342 N. Water Street, Suite 613, Milwaukee, WI 53202

\bigcirc	contte pr Varga S
0	HEANETTE HARMANAGAS HOLTRY Public - California Los Angelas County Angelas County Marchine 29, 2024
	The state of the s

Assignment of Mortgage

2080348 SHEBOYGAN COUNTY, WI RECORDED ON 10/15/2019 10:16 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 TRANSFER FEE: EXEMPTION # Cashier ID: 8 PAGES: 2

Recording Area

Name and Return Address

Randall S. Miller & Associates, LLC 120 N. LaSalle, Ste. 1140

Chicago IL 60602

59281402390

Parcel Identification Number (PIN)

RSMA Case # 16W100038-3

This information must be completed by submitter: <u>document title</u>, <u>name & return address</u>, and <u>PIN</u> (if required). Other information such as granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK, WDA \$1999

ASSIGNMENT OF MORTGAGE

16W100038-3

KNOW ALL MEN BY THESE PRESENTS: That the BankUnited, N.A., for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by:

Carrington Mortgage Services, LLC, the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignce, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390 Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 10 day of OCHOMEr

BankUnited, N.A. by Carrington Mortgage Services, LLC as Attorney-in-Fact

Muna By: Magda Awad Its:

Default Supervisor-Foreclosure

STATE OF CALIFORNIA]

COUNTY OF ORANGE } OCT 1 0 2019

On

Tricia L. Cannon

personally appeared Magda Awad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

before me

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

Witness my hand and official seal.

llen Notary Public

Tricia L. Cannon

Drafted by & when recorded return to: La Pet Lee Randall S. Miller & Associates, LLC 342 N. Water Street, Suite 613 Milwaukee, WI 53202



101 P. 10 P. 10 P.

Assignment of Mortgage	2069460 SHEBOYGAN COUNTY. WI RECORDED ON 03/01/2019 09:38 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 TRANSFER FEE: EXEMPTION # Cashier ID: 9 PAGES: 2
	Recording Area
	Name and Reform Address
	Randall S. Miller & Associates, LLC
	120 N. LaSalle, Ste. 1140
	Chicago IL 60602
	59281402390
	Percel Identification Number (PIN)
RSMA Case # 16W100038-2	
This information must be completed by submitter, document inte, name & return address, granting classes, legal description, etc., may be pizzed as this first page of the document or Note: Use of this cover page adds one page to your document and \$2.00 to the recording for INK, WRDA \$71599	number placed on additional more of the document

ASSIGNMENT OF MORTGAGE

16WI00038-2

KNOW ALL MEN BY THESE PRESENTS: That the Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1,00), lawful money of the United States of America, to it in hand paid by: BankUnited N.A., the Assignee, whose address is c'o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby ELC, 1900 Sount Douglass road, Sinte 2004, Attankin, CA 92000, the receipt whereout is netted acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champenu, A single person to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County State of WI described as: County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Stubboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390 Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 13 day of Feb/ UAV 14 2019 Carrington Mortgage Services, 11.C By: C Magda Awad Its: Default Supervisor-Foreclosure

STATE OF CALIFORNIA }

COUNTY OF ORANGE)

On

FEB 1 3 2019 Tricla L. Cannon before t Magda Awad personally appeared <u>Magda Awad</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that

by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

In Notary Public

Drafted by & when recorded return to: La Pet Lee Randall S. Miller & Associates, LLC 120 North LaSalle Street, Suite 1140 Chicago, IL 60602



UNOF	FICIAL COPY Case 2023CVC	000240 ·Document 3	Filed 05-09-2023	Page 20 105
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	3/28/16	Assignment of Mortga		
	Document Date	Document Tit	e:	2025160
				2025169 SHEBOYGAN COUNTY, WI
				RECORDED ON
				08/08/2016 3:59 PM
				ELLEN R. SCHLEICHER REGISTER OF DEEDS
				RECORDING FEE: 30.00
				EXEMPTION # Cashier ID: 5
				PAGES: 3
				Recording Area
·				Name and Return Address
				Orion Financial Group Inc 2860 Exchange Blvd Ste 100 Southlake, TX 76092
				Southlake, TX 76092
			-	Parcel ID: 59281402390
				Farce 1D: 57201402570
		90		
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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CARRINGTON MORTGAGE SERVICES LLC., 1600 SOUTH DOUGLASS ROAD SUITE 200-A ANAHEIM, CA 92806 ATTN: COLLATERAL DEPT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Mortgage

Date of Assignment: M

MAR 2 8 2016

Assignor: BANK OF AMERICA, N.A. s/b/m/ BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP.

Assignee: CARRINGTON MORTGAGE SERVICES, LLC

Executed By: JOSEPH P CHAMPEAU To BANK OF AMERICA, N.A Date of Mortgage: 12/24/2009 Recorded 1/5/2010 in Book/Reel/Liber: N/A Page: N/A as Instrument/CFN No.: 1893913 in Official Records of the SHEBOYGAN County/Parish/Township, State of WI

Property Address: 1821 S 15TH-UNIT-1821A SHEBOYGAN WI 53081-5731 1831-1821A S. 15TH

Legal description attached as exhibit A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, PIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor here by assigns unto the above-named Assignee, the said Mortgage, secured thereby, which all moneys now owning or that may hereafter become due or owning in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby Grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage. Case 2023CV000240

Assignment of Mortgage Page 2 of 2 Loan #

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignce forever, subject to the terms contained in the said Mortgage IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written.

Dated: MAR 2 8 2018

IAL COPY

CARRINGTON MORTGAGE SERVICES, LLC. As attorney in fact for BANK OF AMERICA, N.A. s/b/m BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP.

By: Chris Lechtanski, AVP - Default

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of CALIFORNIA County of ORANGE

On MAR 2 8 2016 , before me, W.SOLANO, Notary Public personally appeared Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public: W.SOLANO



800-444-4302

CoreLogic

Tax ID:



ASSIGNMENT OF MORTGAGE		
Recording Requested By:		
Bank of America		
Prepared By: Danilo Cuenca		

When recorded mail to: 450 E. Boundary St. Attn: Release Dept. hanin. SC 29036 59281402390 Property Address: 1821 S 15th St Unit 1821A Sheboygan, WI 53081-5731 This sp

1948212 SHEBOYGAN COUNTY, WI RECORDED ON 07/11/2012 1:37 PM **ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION #** Cashier ID: 9 PAGES: 1

te for Recorder's use MIN #: 1000255-0000381323-3 MERS Phone #: 888-679-6377

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

Original Lender:	BANK OF AMERICA, N.A.	
Mortgagor(s):	JOSEPH P CHAMPEAU, A SINGLE PERSON	
Date of Mortgage:	12/24/2009	
Original Loan Amount:	\$83,942.00	

Recorded in Sheboygan County, WI on: 1/5/2010, book N/A, page N/A and instrument number 1893913

Property Legal Description:

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"): LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

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

Witness:

Beverly Brooks

By:

Martha Munoz Vice President

MORTGAGE ELECTRONIC REGISTRATION

State of California County of Ventura On JUL 0 9 2012

VAZRIK SARAFIANS before me

, Notary Public, personally

Martha Munoz , who proved to me on the basis of satisfactory evidence to be appeared the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SYSTEMS, INC.

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

WITNESS my hand and official seal.	(Seal)	VAZRIK SARAFIANS Commission # 1867732 Notary Public - California Los Angeles County My Comm. Expires Nov 6, 2013
Lioun Ji ablic.	(Seal)	Notary Public - California Los Angeles County