

**CITY OF SHEBOYGAN
R. O. 95-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a Summons and Complaint in the matter of WellsFargo bank, N.A. vs.
Estate of Robert W. Schultz c/o James Mulligan, Special Administrator of the Estate et al.

JAN 4 7 24 PM 2024

FILED
12-22-2023
Sheboygan County
Clerk of Circuit Court
2023CV000676
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

SUMMONS
Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
OCONOMOWOC, WI 53066

ROBERT JON MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

VICKI JEAN MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

X CITY OF SHEBOYGAN
C/O CITY ATTORNEY
828 CENTER AVENUE
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS
1014A N. 9TH STREET
SHEBOYGAN, WI 53081

AURORA MEDICAL GROUP, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA MEDICAL CENTER
GRAFTON, LLC
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA ADVANCED
HEALTHCARE, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

Defendants

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

**Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081**

And to plaintiff's attorneys, whose address is:

**Shannon K. Cummings
Johnson, Blumberg & Associates, LLC.
633 W. Wisconsin Avenue, Suite 408
Milwaukee, WI, 53203**

You may have an attorney help or represent you.

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STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

COMPLAINT
Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
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6. Subsequently, NORWEST MORTGAGE, INC merged with Wells Fargo Bank, N.A., and a true copy of the merger documents is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. Plaintiff's counsel only recently discovered that the Warranty Deed recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on October 16, 1998, in Volume 1613, page 440 and as Document Number 1521200 and the Mortgage on the subject property is defective in that through mutual mistake the legal description of the property in the mortgage was given as:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 25.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 28.25' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

8. The proper legal description of the Warranty Deed and Mortgage should have been given as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.

12. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
13. The property consists of real property other than a one to four unit family residence that is not owner occupied as defined by Section 846.101 of the Wisconsin statutes commonly known as 1014A N. 9th Street, Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 31.25' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

TAX KEY NO: 59281104754

14. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises

and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

20. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000008 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
21. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on January 6, 2022, in Case No. 2022TJ000007 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
22. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000006 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$150.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
23. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No, 2022TJ000009 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
24. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022JR000002 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and

30. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
31. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on July 25, 2018, in Case No. 2018SC1496 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$2,018.93 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
32. Aurora Medical Center Grafton, LLC is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Center Grafton, LLC and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
33. Aurora Advanced Healthcare Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Advanced Healthcare Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
34. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a three (3) month period of redemption,

FILED
12-22-2023

10/15

Wisconsin

NOTE

FHA Case No.	Sheboygan County
	Circuit Court
	2023CV000676

OCTOBER 15, 1998

[Date]

Honorable Angela W. Sutkiewicz
Branch 3

1014A N. 9TH STREET, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **NORWEST MORTGAGE, INC.**

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **THIRTY SIX THOUSAND FIVE HUNDRED THREE AND 00/100**

Dollars (U.S. \$ *****36,503.00), 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 **SEVEN AND ONE-HALF** percent (**7.500** %) 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.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **DECEMBER 1ST**, 1998. Any principal and interest remaining on the first day of **NOVEMBER**, 2028, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137** 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. \$ *****255.23. 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]

5. BORROWER'S RIGHT TO PREPAY

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



WITHOUT RECOURSE
PAY TO THE ORDER OF

NORWEST MORTGAGE, INC.

By


Joan M. Mills
Assistant Secretary

All of the North 46' of Lot 12, EXCEPT the East 56' thereof and including the East 25.75' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 57.5' of the North 46' of Lot 12, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 28.25' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

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

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

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

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit 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 Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a 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 Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

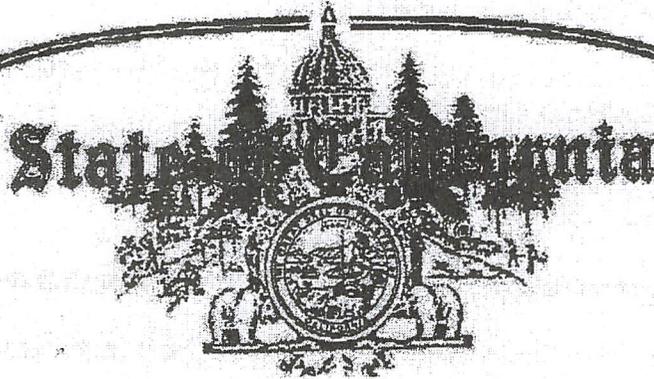
20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

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

22. Riders to this Security 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. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify]

00542642



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

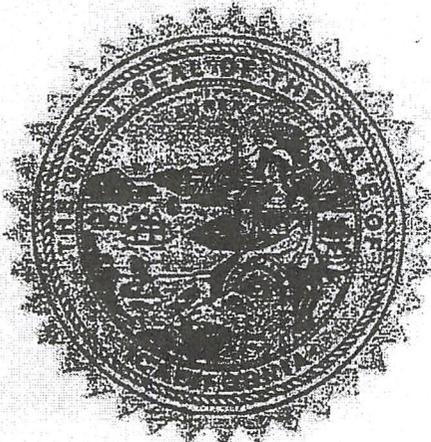
That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

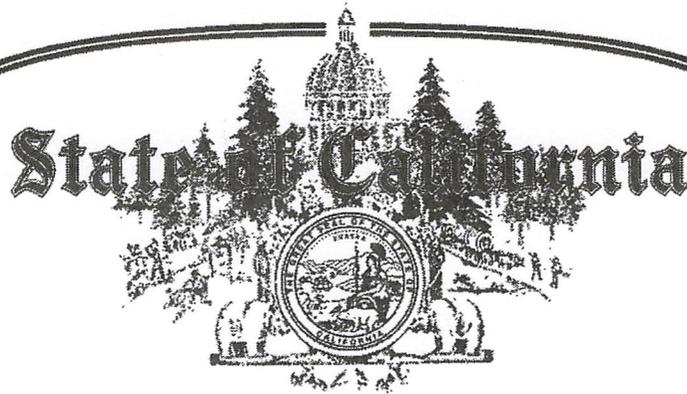
IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 11 2000

Bill Jones

Secretary of State





SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

05/05/2004 11:57 FAX 415 393 8304

GD&C S.F.#2

003

5. Articles of Incorporation. The Articles of Association of WFB shall not be amended as a result of the Merger and shall be the Articles of Association of the Surviving Corporation.

6. Board of Directors. The Board of Directors of the Surviving Corporation immediately following the Effective Time shall be those persons serving as directors of WFB as of the Effective Time until the next annual meeting of the shareholders, or until such time as their successor have been elected and have qualified.

7. Officers. The officers of WFB as of the Effective Time shall be the officers of the Surviving Corporation, each of whom shall hold office in accordance with the Articles of Association and Bylaws of the Surviving Corporation for the term prescribed in the Bylaws except that (i) John G. Stumpf shall be the Chairman of the Board and Carrie L. Tolstedt shall be President of the Association, (ii) each person who is now Chairman, President, Chief Executive Officer or Executive Vice President of Mortgage Company shall be elected or appointed to such officer position, if any, of the Surviving Corporation as the Board of Directors shall determine, and (iii) each person who now holds the position of Secretary, Cashier, Treasurer, Controller, or Chief Financial Officer of Mortgage Company shall relinquish such position as of the Effective Time.

8. Effect on Outstanding Shares of Disappearing and Surviving Corporation. At the Effective Time, all outstanding shares of common stock, no par value per share, of Mortgage Company issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration and cease to exist as of the Effective Time, and no securities of the Surviving Corporation or any other corporation, or any money or property, shall be issued or transferred in exchange therefor. One shareholder owns all of the outstanding shares of Mortgage Company. At the Effective Time, the outstanding shares of WFB shall remain outstanding.

9. Effect of Merger. The effect of the Merger shall be as set forth in the US Law and the CA Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of Mortgage Company and WFB shall vest in the Surviving Corporation, and all debts, liabilities and duties of Mortgage Company and WFB shall become the debts, liabilities and duties of the Surviving Corporation.

10. Further Assurances. WFB shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as WFB may deem necessary or advisable to carry out the intent and purpose of the Merger.

11. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the US Law.

(b) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

05/05/2004 11:58 FAX 415 393 8304

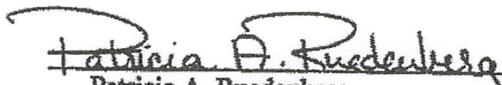
GD&C S.F.#2

005

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2004.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: 
James E. Hanson
Vice President


Patricia A. Ruedenberg
Assistant Secretary

WELLS FARGO HOME MORTGAGE, INC.

By: _____

05/05/2004 11:58 FAX 415 393 8304

GD&C S.F.#2

007

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association**

We, James E. Hanson and Patricia A. Ruedenberg, do hereby certify:

1. That we are the duly elected and acting Vice President and Assistant Secretary, respectively, of Wells Fargo Bank, National Association, a national banking association (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holders of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, Wells Fargo Bank had (i) 1,225,000 shares of preferred stock, with a par value of \$.01 per share authorized, of which no shares were outstanding, and (ii) 112,200,000 shares of common stock, with a par value of \$10 per share authorized, of which 52,015,261 shares of common stock were issued and outstanding.

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009

MAY-05-2004 WED 10:12 AM WFHM LEGAL

FAX NO.

P. 08/07

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
WELLS FARGO HOME MORTGAGE, INC.,
a California corporation**

We, Michael J. Heid and David V. Gorscha, do hereby certify:

1. That we are the duly elected and acting Executive Vice President and Assistant Secretary of Wells Fargo Home Mortgage, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holder of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 100.

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SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

FILED
12-22-2023
Sheboygan County
Clerk of Circuit Court
2023CV000676
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

WELLS FARGO BANK, N.A vs. ESTATE OF ROBERT W. SCHULTZ et al **Electronic Filing
Notice**

Case No. 2023CV000676
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2023CV000676 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: 3acdcb

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: December 22, 2023