R. O. No. 87 - 22 - 23. By CITY CLERK. November 21, 2022.

Submitting a Summons and Complaint in the matter of PNC Bank, National Association vs Rae R. Pape et al.

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CITY CLERK

Case 2022CV000561

Document 3

CIRCUIT COURT

Filed 10-28-2022

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Branch 2

STATE OF WISCONSIN

PNC Bank, National Association vs. Rae R. Fape et al

SHEBOYGAN Electronic Filing Notice FILED 10-28-2022 Sheboygan County Clerk of Circuit Court 2022CV000561

Honorable Kent Hoffmann

Case No. 2022CV000561 Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081



Case number 2022CV000561 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: a1bad0

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: October 28, 2022

Case 2022CV000561 Document 4 Filed 10-28-2022 Page 1 of 5 FILED 10-28-2022 Sheboygan County Clerk of Circuit Court 2022CV000561 Honorable Kent Hoffmann Branch 2 CIRCUIT COURT SHEBOYGAN COUNTY STATE OF WISCONSIN PNC Bank, National Association c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. SUMMONS

Plaintiff,

West Valley City, UT 84119

VS.

Case Code 30404 (Foreclosure of Mortgage) The amount claimed exceeds \$10,000.00

Rae R. Pape 526 McColm St Plymouth, WI 53073-2352

John Doe Pape 526 McColm St Piymouth, WI 53073-2352

City of Sheboygan 828 Center Ave Sheboygan, WI 53081

Defendants.

# THE STATE OF WISCONSIN

To each person 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 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 set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (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 the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this \_\_\_\_\_\_ day of October, 2022.

Gray & Associates, L.L.P. Attorneys for Plaintiff

By Thontson

State Bar No. 1076280

16345 West Glendale Drive New Berlin, WI 53151-2841 (414) 224-1987 086151F02

Address of Court: Sheboygan County Courthouse 615 N. Sixth Street Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Case 2022CV000561

Document 4

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FILED 10-28-2022 Sheboygan County Clerk of Circuit Court 2022CV000561 Honorable Kent Hoffmann Branch 2

# STATE OF WISCONSIN

# CIRCUIT COURT

# SHEBOYGAN COUNTY

PNC Bank, National Association c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. West Valley City, UT 84119

COMPLAINT

Case Code 30404 (Foreclosure of Mortgage) The amount claimed exceeds \$10,000.00

Rae R. Pape 526 McColm St Plymouth, WI 53073-2352

Plaintiff,

VS.

John Doe Pape 526 McColm St Plymouth, WI 53073-2352

City of Sheboygan 828 Center Ave Sheboygan, WI 53081

Defendants.

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto 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. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.

2. The mortgaged real estate is owned of record by Rae R. Pape.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$30,878.54 together with interest from the 1st day of May, 2022.

Document 4

4. 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 instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Pape has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rae R. Pape and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

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2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this \_\_\_\_\_\_ day of October, 2022.

Gray & Associates, L.L.P. Attorneys for Plaintiff

By Ian J. Thomson

State Bar No. 1076280

16345 West Glendale Drive New Berlin, WI 53151-2841 (414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

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March 18, 2005 [Date]		SHEBOYGAN [City]	Wisc (St	ocnsin <sup>atej</sup>
		15 MEHRTENS AVENUE HEBOYGAN, WI 53081		
		(Property Address)		
In return for a lo called "principal"), plus FIRST FRANKLIN A I understand that the I	interest, to the order of the DIVISION OF NAT. CITY	Y BANK OF IN lote. The Lender or anyone wh		(this amount is transfer aud who is
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I will make my m I will make these paym below that I may ow April 01, 20 is called the "Maturity I	and interest by making pa onthly payments on the first nents every month until I h e under this Note. My n 35 , I still owe an Date."	yments every month. t day of each month beginning o ave paid all of the principal and monthly payments will be app mounts under this Note, I will pa LEGHENY CENTER MALL, P	l interest and any othe lied to interest before y those amounts in full	r charges described e principal. If, on on that date, which
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(Page 1 of 4 pages)

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### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.3. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wail Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half

percentage points ( 6.5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

 The interest rate I am required to pay at the first Change Date will not be greater than
 11.0000% or less

 than
 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date

 by more than One
 0.000

percentage point(s) ( 1.0000%) from the rate of interest I have been paying for the preceding subject to the following limits: My interest rate will never be greater than (E) Effective Date of Changes (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

# 5. BORROWER'S RIGHT TO PREPAY \*\*

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

(Page 2 of 4 pages)

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### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Gverdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment. (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am 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 endorsor 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 10. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 11. UNIFORM SECUPED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(Page 3 of 4 pages)

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EXHIBIT A

breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shell be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (c) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) 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 Appliceble 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 (as defined in Section 25); (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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Page 9 of 10 pages)

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846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
25. Attorney's 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 10 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

RAE & PAPE (Se Borrow	eal) (Seal) wer -Borrower
(So -Barro	cal) (Seal) wer -Borrower
(S 	cal) (Seal) wer -Borrower
Witness:	Witness:
State of Wisconsin County of SHERICYCON	ARCH 18 2075 (date) by
	(date) by (person[s] acknowledging).
RAE R. PAPE	JACON P. PLEUS Notary Public, State of Wisconsin My conumission expires: 5/11/03
This instrument was drafted by: Name: WENDY SEHNERT	
WISCONSIN-Single Family-Franke Mac/Freddle Mac UNIFORM IN	STRUMENT of 10 pages) Form 3050 1/01 GREATLAND = folder the real state of 10 pages

Case 2022CV000561 Docur

# 1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, wholly owned operating subsidiary of National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1415 MEHRTENS AVENUE SHEBOYGAN, WI 53081

[Property Address]

1-5 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doort, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

MULTISTATE 1-4 FAMILY RIDER	-Fannle Mae/Freddie Mac UNIFOR	MINSTRUMENT Form 3170 1/01
at part and	(Page 1 of 3 pages)	GREATLAND 1993/JFax: 613-781-1131

of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 Property shall terminate when all the sums secured by the Security Instrument are paid in full.

L CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mae UNIFORM INSTRUMENT

Form 3170 1/01

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(Page 2 of 3 pages)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.

Rac K. Tape	(Seal) -Borrower	(Scil) -Borrower
	(Seal)	(Scal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
2	-Burocci	
MULTISTATE 1-4 FAMILY RIDE	R—Fannie Mae/Freddie Mac UNIFORM (Page 3 of 3 pages) k	INSTRUMENT Form 3170 L01 GREATLAND Stat Office 516-701-1131

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# PREPAYMENT RIDER

This Prepayment Rider is made this 18th day of March 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

("the Leuder") of the same date and covering the property described in the Security Instrument and located at: 1415 MEHRTENS AVENUE SHEBOYGAN, WI 53081

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note). Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed 60 days' interest at the contract rate on the amount by which the aggregate principal prepayment for a twelve month period exceeds 20% of the original amount of the loan.

# NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This prepayment Rider provides for the payment of a charge if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment

Ride a (Seal) PAPE

(Scal)

\_\_\_\_(Scal)

Fixed Rate and Balloon Prepayment Rider - First and Second Liens - Wisconsin Adjustable Rate Prepayment Rider - First Lien - Wisconsin

(Seal)

(Seal)

(Scal)



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# ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 13th day of March 2005 , and is incorporated into and shall be decreted to amend and supplement the Mortgage, Deed

of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

### 1415 MEHRTENS AVENUE SHEEOYGAN, WI 53081

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of interest rate and the monthly payments, as follows: 8.0000%. The Note provides for changes in the

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates

The interest rate I will pay may change on the first day of

April 2007

and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half

percentage points ( 6,5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTA (AS PUBLIS	TE ADJUST.	ABLE RATE R WALL STRE	IDER-LIB	OR 6 MONTH INDEX NAL) – Single Family
-				(Page 1 of 3 pages)

1 GREATLAND M TE- 616.701.1131

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage point(s) ( 1.0000 %) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000 %. nor less than 8.0000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

'fhe Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORPOWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(Page 2 of 3 pages)

GREATLAND #

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Rae R. Pape	(Seal)	(Seal)
RAER. PAPE	-Barrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrowar
	(Seal)	(Scal)
	-Borrower	-Borrower

[Sign Original Only]

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(Page 3 of 3 pages)



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# Exhibit "A"

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# LEGAL DESCRIPTION:

Lot Five (5), Block Five (5), according to the recorded Plat of Assessment Subdivision No. 1, in the City of Sheboygan, Sheboygan County, Wisconsin. Together with the rights in an easement for driveway purposes in parts of Lots 4 and 5, Block 5 in said Subdivision, as set forth in a certain agreement for joint use of driveway dated November 13, 1964 and recorded November 17, 1964 in Vol. 438 Records, Page 676.

Tax Parcel Number: 59281601220

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Case 2022CV000561	Document 5	Filed 10-28-2022	Page 24 of 29
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onal Loar Number: Loan Officer: BRIAN STETZ MODIFICATION AGREEMENT THIS MODIFICATION AGREEMENT, is made and entered into this 29th day of June 2005 , by and between RAE R PAPE (hereinafter "Borrower" and National City Home Loan Services, Inc. (hereinafter "Note Holder"). 2 WHEREAS, Note Holder is the holder of a Mortgage, Security Deed or Deed of Trust (hereinafter the "Security Instrument") from the Borrower encumbering property known as 1415 MEHRTENS AVE (the "Property") dated March 18, 2005 and recorded SHEBOYGAN, WI 530\$1 in Mortgage Book: Page in the office of the Recorder of Deeds of sheboygan County, Wisconsin /\_/2000 , 00 N/A , securing an obligation evidenced by a promissory note (the "Promissory Note") executed by Borrower on March 18, 2005 , in the original principal amount of \$45,475.00 ; and WHEREAS, the current balance due and owing on the Promissory Note and Security Instrument is as follows: Principal: \$45,258.07 Interest Through 08/01/05 \$301.99 Late Charges: \$0.00 Corporate Advance: \$0.00 Escrow Advance: \$0.00

If applicable a Captialized Modificat	ion Fee of:
Capitalized Modification Fee \$216.93	
TOTAL	\$45,776.99

WHEREAS, Borrower and Note Holder desire to modify the repayment terms of said Promissory Note secured by the Security Instrument as set forth herein;

NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, in hand paid, each party to the other, receipt and sufficiency of which is hereby acknowledged, and with each of the parties hereto intending to be legally bound by the terms of this Modification Agreement; the parties hereby agree as follows:

> Borrower shall pay all accrued interest, late charges, attorney's fees and costs and any other fees and costs due under the Promissory Note or Security Instrument, as modified by this Modification Agreement.

2. Beginning on September 1, 2005, the interest rate on said Promissory Note for the remainder of the term and until such time as all of Borrower's obligations are satisfied will be 7.250% per year. In the event that interest on the Promissory Note being modified hereby was originally adjustable on a periodic basis, Borrower understands and consents to the conversion of said adjustable rate loan to that of a fixed rate loan, at the rate set forth above. All terms and provisions of the Promissory Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustable rate rider that is affixed to, wholly or partially incorporated into, or a part of, the Promissory Note or Security Instrument that contains any such terms relating to adjustment of interest rate are deemed forever cancelled, null and void as of the date first set forth above.

Rev. (9/28/04)

# EXHIBIT C

 3. Borrower's monthly principal and interest payment shall be
 \$313.52

 such installments shall be due and payable on the
 1st day of each month of the

 extension period, beginning
 September 1, 2005

 If this lean as modified is an adjustable rate loan, this amount may change as provided in the

 Promissory Note.

 Pursuant to the terms of said Promissory Note, the unpaid principal balance of said Promissory Note, plus all accrued and unpaid interest shall be due and payable on April 1, 2035

5. Borrower shall pay a modification fee to Note Holder, simultaneously with the execution hereof, in the amount of <u>\$750.00</u>. [If loan exceeds high-cost thresholds as defined by : AR, CT, FL, KY, ME, NM, NY, NC or SC then no modification fee will be charged in those states. The following restrictions are applicable for ALL loans, even loans that are not high-cost: In MN the modification fee is limited to 5% of loan amount; in NC to the greater of 1/4 of 1% or \$150; and in PA for loans \$50K or less modification fee must be included within "single service charge" the total of which is not to exceed 1% of the original principal amount of the loan]

6. Borrower and Note Holder hereby agree that all terms and conditions of said Security Instrument and Promissory Note, and other loan documents relative to said loan shall remain in full force and effect except as otherwise specifically modified herein. By executing this Modification Agreement, Borrower hereby ratifies and confirms all terms and conditions of the Promissory Note and Security Instrument not specifically amended herein.

7. Borrower and Note Holder further agree that this Modification does not constitute a waiver or novation of the Promissory Note, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Security Instrument or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification, which mortgage liens and/or security interest are hereby agreed to be continued in full force and effect.

8. If your current loan is a Dividend Access Loan the execution of the Loan Modification Agreement will <u>cancel</u> the dividend feature. This will <u>eliminate</u> the payment of all current and future dividend payments to you.

Borrower indicates that he/she wishes to eliminate the Dividend feature on this loan

and

Rev. (9/28/04)



Filed 10-28-2022 Pa

WITNESS the hands and seals of the undersigned on the day first above written.

WITNESS: BORROWER(S): Bussent Amanda H. app RAE R PAPE

Wisconsin hebaygan 55

COUNTY OF

STATE OF

On this, the day of July 2005, before me, a Notary Public, personally appeared free who executed the foregoing who executed the foregoing

Notary Public My commission expires:

Notary Signature: Notary Seal: Patricia ann Thiel

MY COMMISSION EXPIRES SEPTEMBER 16, 2007



Rev. (9/28/04)



IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement on the day first above written.

WITNESS:	
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BORROWER(S):

RAE R PAPE (type or print Borrower's name)

(type or print Borrower's name)

NATIONAL CITY HOME LOAN SERVICES, INC. md T wend (signature)

Sandy Owens

By:

		Operations Manage	er
		(title)	
STATE OF	Pennsylvania	)	
		) 55:	
COUNTY OF	Allegheny	)	

On this, the day of before me, the undersigned officer, personally appeared , who acknowledged him/her self to be the of National City Home Loan Services, Inc. a corporation, and that (s)he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/her self as such officer. IN WITNESS WHEREOF, hereunto set my hand and official seal.

Notary Public My commission expires:

Rev. (9/28/04)



Case 2022CV000	561 Document 5	Filed 10-28-2022	Page 28 of 29
CHAIN OF TITLE:			
WARRANTY DEED GRANTOR: GRANTEE: DATED: 07/20/1999	JOSE HERRERA, A RECORDED:	E F/K/A BARBARA J. SII SINGLE PERSON 07/29/1999 BOOK: 1 T NO.: 1550334	
WARRANTY DEED GRANTOR: GRANTEE: DATED: 03/17/2005	JOSE HERRERA RAE R. PAPE, A SIN RECORDED:	IGLE PERSON 03/28/2005 INSTRUM	IENT NO.: 1760997
MORTGAGE/DEED OF TR	UST INFORMATION:		
MORTGAGE			
LENDER: FIRST FRAN BORROWER: RAE R P. DATED: 03/18/2005			
<b>3</b>			AMOUNT: \$45,475.00
ASSIGNMENT ASSIGNOR: ASSIGNEE: DATED: RECORDED: INSTRUMENT NO.:	FIRST FRANKLIN FINA 04/12/2005 04/25/2005	IVISION OF NATIONAL	CITY BANK OF INDIANA
ASSIGNMENT ASSIGNOR:	SELECT PORTFOLIO	NCIAL CORPORATION SERVICING, INC., A UT/	, A DELAWARE CORPORATION BY AH CORPORATION, ITS ATTORNEY IN
ASSIGNEE: DATED: RECORDED: INSTRUMENT NO.:	FACT PNC BANK, NATIONAL 03/27/2018 07/18/2018 2059691	ASSOCIATION	
MORTGAGE FORECLOSU	RE/ LIS PENDENS:		
MORTGAGE LIS PE	NDENS		
CASE # PLAINTIFF:		22-CV-000152 PNC BANK, NATION	ALASSOCIATION

 CASE #
 22-CV-000152

 PLAINTIFF:
 PNC BANK, NATIONAL ASSOCIATION

 DEFENDANT:
 RAE R. PAPE, JOHN DOE PAPE AND CITY OF SHEBOYGAN

 RECORDED: 03/24/2022
 INSTRUMENT NO.: 2133371

 NOTE: \*\*\* SEE ATTACHED RELEASE OF LIS PENDENS RECORDED ON 05/23/2022 IN INSTRUMENT #: 2136466

JUDGMENTS:

JUDGMENT

CASE # PLAINTIFF: 2015TJ0C0096 <u>CITY OF SHEBOYGAN</u> Fage 2 of 6



DEFENDANT: RECORDED: 04/27/2015

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 04/27/2015

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 04/27/2015

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 04/27/2015

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CASE # PLAINT!FF: DEFENDANT: RECORDED: 04/27/2015

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 04/27/2015

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 03/14/2018

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: RECORDED: 03/14/2018

### JUDGMENT

CASE # PLAINTIFF: DEFENDANT: DOCKETED: 03/14/2018 RAE R PAPE AMOUNT: \$491.00

2015TJ000094 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$691.00

2015TJ000095 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$691.00

2015TJ000098 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$691.00

2015TJ000093 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$691.00

2015TJ000092 CiTY OF SHEBOYGAN RAE R PAPE AMOUNT: \$691.00

2018TJ000029 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$53,038.00

2018TJ000030 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$53,000.00

2018TJ000031 CITY OF SHEBOYGAN RAE R PAPE AMOUNT: \$53,000.00

Page 3 of 6

LIEN REPORT