

TO: Milwaukee County Clerk
Courthouse - Room 105
901 N. Ninth Street
Milwaukee, WI 53233

CITY OF MILWAUKEE
2006 DEC 21 PM 4:15
RONALD D. LEONHARDT
CITY CLERK

NOTICE OF CLAIM

NAME: Howard Toletree

ADDRESS: 9605 W. KAUL AVE Milwaukee, WI 53225

DATE(S) OF ACCIDENT/LOSS: September 1, 2004

Brief Facts of Accident/Loss: I Howard Toletree D.O.B 10-31-74 WAS Pulled over By the Milwaukee Police Department on September 1, 2004 and My CAR WAS Towed and Seized By the Police Department Pending A investigation My CAR WAS A 1999 Chrysler 300m Pearl white in COLOR VIN Number 2C3HE66G0XH616772. At the time My Lawyer was Micheal J. Stienle his Number is (414) he tried to get the CAR Back From

the District Attorney Deann Heard But she wouldn't give it Back until the case was over with. So when the case was finally over I Howard Toletree Petition the Court on May 26 or 27 of 2006. Because I got sentence on My case on May 22, 2006. But I Put the Petition in For Return of Property. and the Judge Ruled in My favor. so with My wife NATALIE Bromfield went looking for the ORIGINAL TITLE at home she couldn't find. So she went to the DMV to get a Replacement title so she could go get the vehicle. So when she got to the DMV they told her that the CAR WAS turned over to A CAR Lot on July 19, 2006 and it was sold to some People North of Wisconsin. So I Howard Toletree Am ASKING For My Property Back or the Money I Paid For the CAR which is 8,000 dollars. so if you CAN'T The DMV they will tell you everything Just Like they told My wife. NATALIE Bromfield
CALL
The Police Department ARE WRONG Forgetting Rid of My CAR AFTER I Howard Toletree Petition the Court to get it Back.

Dollar Amount Claimed: \$ 8,000.00 dollars zero cents

Signature: Howard Toletree

Phone Number: (414) 760-2147 or (414) 336-5926

Today's Date: 12-14-06

RONALD D. LEONHARDT
CITY CLERK
32:8 PM 3:25
12-14-06
CITY OF MILWAUKEE

WISCONSIN TITLE & LICENSE PLATE APPLICATION

PLEASE PRINT NAME AND ADDRESS OF SELLER OR LESSOR

[Redacted Seller/lessor information]

SELLER'S SIGNATURE AND DATE

Section A - Vehicle Owner Information

Vehicle Identification Number: **138 N 29T**
 Year: **1999** Make: **MINI** Model: **TU**
 Owner Social Security # or Driver License # or PIN: **Howard**
 Co-Owner Social Security # or Driver License # or PIN: **419 933 2476**
 License Signature: **53208**
 Yes No

Section C - Vehicle Identification

Vehicle Identification Number: **2C3HE6680XH6K6772** Year: **1999** Make: **Chrysler**
 Title Transfer: **960-CMP** License Plate: **8-26-04**
 Vehicle Registration City: **Milwaukee** State: **WI** Registration Period: **8-26-04**

Section D - Loan Information

Secured Party Number(s): **None** Lender SECURED PARTY NAME(S) (Periodicals): **Milwaukee**
 Street Address, City, State, Zip Code: **Milwaukee, WI** Area Code-Phone Number: **414-461-7261**

Section B - Odometer Mileage

Federal and State law requires that seller state the mileage in connection with the transfer of ownership. Failure to complete a mileage statement or providing a false mileage statement may result in fines and/or imprisonment and may make you liable for damages to your transferee (Purchaser).
 Exempt from odometer disclosure because vehicle is: 10 or more model years old Gross vehicle weight rating exceeds 16,000 lbs.
 ODOMETER NOW READS (No Tenth): **93571** The odometer reading reflects the amount of mileage in excess of its mechanical limit. The odometer reading is NOT actual mileage. **WARNING ODOMETER DISCREPANCY**

Section E - Vehicle Transaction

A. Full purchase price (vehicle described in section 2): **7732.00**
 B. Less trade-in allowance: **0**
 C. Amount subject to tax (line a minus b): **7732.00**
 D. State Sales Tax (5% of line c): **5.6**
 E. Local Sales Tax if applicable (see instructions on cover): **0**
Fee Computation
 F. Title Fee \$35 (replacement \$37): **35.00**
 G. Loan Filing Fee \$4: **0**
 H. License Plate Fee (see instructions): **0**
Miscellaneous Fees
 I. Municipal Wheel Tax (where \$10, see separate instructions): **0**
 J. Motor Carrier Class Fee (see instructions): **0**
 K. Optional Fees (customer initials in O.K.): **0**
 L. Property Service Fee \$8 (see instructions): **0**
 M. Counter Service Fee \$5 (see instructions): **0**
 N. Wisconsin Title-Loan Fee (see instructions): **0**
ENTER FEETOTAL **35.00**
 Make check payable to: **Registration Fee Trust**

Tax Statement
 Date Vehicle Purchased: **8-26-01** Used New Date Acquired: **8-26-04**
 Describe Year Make Vehicle Identification Number
 Trade-In: **0**
 If tax exempt, enter exemption code and reason (see instructions back of page 3)

Used Dealer's Statement of Sale and Warranty
 For value received, hereby sell, assign or trade the vehicle described on this document to the purchaser (or named in section "A") and I certify that all liens shown on the Certificate of Title are paid.
 Dealer Name: **Super Service Inc.** Dealer Number: **1372**
 Required Title Brand (see instructions back of page 3): **0** Area Code-Phone Number: **414-461-7261**
 Wisconsin Dealer Signature also serves as evidence of approval for title registration and payment of fees

(Print Name of Selling Dealer's Authorized Agent)
X **Jim Jensen** **8-26-04**
 (Signature of Selling Dealer's Authorized Agent) (Date)

Certification
 All parties certify with their signature that to the best of their knowledge the information and statements on this application are true and correct. The prior owners' odometer statement has been shown to the applicant and a copy of this completed application including odometer statement has been furnished to the applicant.
COMMERCIAL CARRIERS - I further certify knowledge of applicable federal and state motor carrier safety rules, regulations, standards and orders and declare that my operations will be conducted in compliance with such requirements.

X **Howard T. Tolpelt** **8-26-04**
 (Owner Signature shown in section A) (Date)
 (Co-Owner Signature) (Date)

MUST ACCEPT OR REJECT THE OFFER WITHIN 2 WEEKS. THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM ACCEPTING THE OFFER FROM ANY OTHER PARTY.

DEALER NAME SUPER SERVICE INC.		VEH. STOCK NO. OR ORDER NO. 8373	MILEAGE AT DELIVERY 92,571	ORDER DATE 8-26-09
ADDRESS 10712 WEST HAMPTON		SALESPERSON'S NAME (PLEASE PRINT) Sean		
CITY, STATE, ZIP MILWAUKEE, WI 53225		SALESPERSON'S LICENSE NUMBER 7609		
PROSPECTIVE PURCHASER ("YOU") NAME(S) Edward ToLeFree				
PROSPECTIVE PURCHASER STREET ADDRESS 1318 N. 29th St.		CITY Milw	STATE WI	ZIP 53208
RESIDENCE PHONE	CELL PHONE	BUSINESS PHONE	RESIDENCE COUNTY	RESIDENCE TOWNSHIP
				E-MAIL ADDRESS

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE

USED DEMO EXES TITLE AS CAR TRUCK OTHER

PURCHASED VEHICLE OR OWNED OR LEASED TRADE-IN	MODEL YEAR	MAKE - TRADE NAME	MODEL	BODY TYPE	COLOR	IDENTIFICATION NO.
	1999	Chevy	3500	4DR	Red	2CSHE66E0K1164732

WARRANTY INFORMATION (Check Applicable Boxes) Refer to separate document for coverages and exclusions.

Manufacturer Warranty Information (Dealer is not a party to any manufacturer warranty):

1. New Vehicle Manufacturer Warranty

2. Remaining vehicle mfr. warranty—Call mfr. or refer to warranty booklet for details.

Expiration: _____ (date) _____ (miles), whichever comes first.

Deductible to be paid by You \$ _____

Transfer fee to be paid by You \$ _____ Pay to: Dealer Manufacturer

3. Not known 4. Expired 5. Cancelled due to salvage or other vehicle history

Dealer Warranty Information

6. AS IS—NO WARRANTY. DEALER DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limited Warranty

Term: _____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: _____ % Deductible to be paid by You: \$ _____

SERVICE CONTRACT INFORMATION Refer to separate document for coverages and exclusions.

8. Service Contract (Administered by _____)

Term: _____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: _____ % Deductible to be paid by You: \$ _____

OTHER COMMENTS OF SALE

8-26-09

ANTICIPATED DELIVERY DATE: _____ 20____

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance of the vehicle within 15 calendar days after having notified the purchaser of availability of delivery, or within such other period shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

This is a Finance Transaction. (Check A, or B.):

Closing scheduled at dealer's office on specified delivery date or as mutually agreed, You are obligated to purchase, subject to availability of financing through dealer, on terms:

A. In attached disclosure. These items do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.

B. Acceptable to You.

This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) _____ or this contract is void.

This is a cash transaction. You are obligated to pay the balance due on delivery.

USED: PRICE from the Wisconsin Buyers Guide	7785⁰⁰
DEALER INSTALLED OPTIONS — Has a warranty if <input checked="" type="checkbox"/> at left.	
Total Dealer Installed Options (add to Used Price and enter in line 8)	
PRICE OF THE VEHICLE	9995⁰⁰
a. Dealer Retail Price	
b. Services Fee	
c. Discount	data
1. Cash Price (a + b - c)	7782⁰⁰
TAXABLE ITEMS PURCHASED WITH VEHICLE	
d. Other	
e. Service Contract	
2. Total of Taxable items (d + e)	2
TRADE ALLOWANCE	
f. Owned Trade-in Allowance	
LEASED TRADE-IN ALLOWANCE (net lease equity calculation)	
(i) Gross Allowance	
(ii) Estimated Lease Payoff	
Payoff to:	
g. Net Lease Equity (i - ii)	
3. Trade Allowance (f + g) (if number is negative add in line 8 and 9)	3
SALES TAX CALCULATION	
h. Amount Subject to Sales Tax (1 + 2 - 3)	
4. 5.75% State, County and Brewer's Tax on h.	443⁰⁰
NON-TAXABLE ITEMS PURCHASED WITH VEHICLE	
i. Fees to appear on MV11	35⁰⁰
j. Warranty/Service Contract Transfer Fee	
k. Other	
5. Total of Non-Taxable items (i + j + k)	35⁰⁰
OWNED VEHICLE PAYOFF	
Due to _____	
6. Estimated Payoff Amount on Owned Trade-in	6
CASH & CASH EQUIVALENTS	
l. Cash Down Payment on Order	
m. Additional Cash Due (Date/Amount)	
7. Total Cash (l + m)	7
8. Due on Delivery or Balance to Finance (1 + 2 - 3 + 4 + 5 + 6 - 7)	8.51

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

ANTICIPATED DELIVERY DATE: 8-26-04 20

Regardless of season, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer/lessee may require acceptance not less than 21 calendar days before receiving payment from the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

This is a Finance Transaction. (Check A. or B.): Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:

- A. In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.
- B. Acceptable to You.

This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) or this contract is void.

This is a cash transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO 100,000 MILES. THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

This transaction is voidable at the option of the dealer at any time prior to the delivery of the purchased vehicle if any of the following representations are untrue. The undersigned purchaser(s) warrants that the below representations are true. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction so to other remedies.

- (A) That I am 18 years of age or older. YES NO
- (B) That I have full power, right and lawful authority to dispose of the trade-in. YES NO
- (C) That, except for the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase Contract or under Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer. YES NO
- (D) That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody). YES NO
- (E) That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment. YES NO
- (F) That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. YES NO

Lienholder(s):

Check All "NOT" Answers: No and not answers are written on this form. The document containing the terms printed on the Reverse Side is the entire agreement between You and Dealer, and it supersedes any other agreements and representations, including the transactions described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by both parties that will receive a copy of this contract.

As a determination to purchase being to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, all or a portion of the cash price of the vehicle as authorized by Section 216.0167 Wisconsin Statutes. Dealer retains the right to bring action for actual damages.

YOUR SIGNATURE(S): Howard A. Rodman

ACCEPTED BY DEALER OR AUTHORIZED AGENT: [Signature]

AUTHORIZED SIGNATURE: [Signature]

3. Trade Allowance (f + g) (if number is negative add in line 4 and 6)	3	
SALES TAX CALCULATION		
h. Amount Subject to Sales Tax (1 + 2 - 3)		
4. 4.75% State, County and Brewer's Tax on h.	4	435.00
NON-TAXABLE ITEMS PURCHASED WITH VEHICLE		
i. Fees to appear on MV11		35.00
j. Warranty/Service Contract Transfer Fee		
k. Other		
5. Total of Non-Taxable Items (i + j + k)	5	35.00
OWNED VEHICLE PAYOFF		
Due to		
6. Estimated Payoff Amount on Owned Trade-in	6	
CASH & CASH EQUIVALENTS		
f. Cash Down Payment on Order		
m. Additional Cash Due (less amount)		
7. Total Cash (f + m)	7	
8. Due on Delivery or Balance to Finance (1 + 2 - 3 + 4 + 5 + 6 - 7)	8	7200.00

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, regulations and public safety, and must be reasonable.

- (G) That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in's current odometer reading of _____ miles/kilometers reflects its actual mileage. YES NO
- (H) That while I have owned or leased the trade-in its restraining devices (including air bags and belts) have not been replaced, tampered with, or otherwise altered in any way. YES NO
- (I) That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands. YES NO
- (J) That the trade-in has not previously been flood or water damaged. YES NO
- (K) That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or structural portion of the unibody. YES NO
- (L) That the only holders of a security interest or lien in the trade-in ("Lienholders") is (are) shown below. YES NO

DATE SHOWN: 8-26-04 TIME SIGNED: 12:00 P.M.

DATE SIGNED: 8-26-04 TIME SIGNED: 1:10 P.M.

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09-15-2006

Hearing

Kremers-36, Jeffrey A.

Philbert, LeeAnn

Event Party(s)

Tolefree, Howard

Additional Text

Attorney Michael John Hicks in court, defendant Howard Tolefree not in court, in custody. Kurt A Behling appeared for the City of Milwaukee. sm

Hearing proceeded on the petition for return of property.

If the petitioner can prove ownership of the vehicle by providing the city with the title, the City is to return the vehicle.

Generated 09-15-2006 at 12:51 pm

MAKE COPIES OF THIS AND SEND IT WITH THE
PETITION SO THEY COULD KNOW THAT THE JUDGE
RULED IN MY FAVOR. ATTACH EACH COPIE

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