## WAYNE F. WHITTOW City Treasurer



James L. Hanna Deputy City Treasurer

James F. Klajbor Special Deputy City Treasurer

# OFFICE OF THE CITY TREASURER Milwaukee, Wisconsin

November 14, 2011

To:

Milwaukee Common Council

City Hall, Room 205

From: Wayne F. Whittow City Treasurer

Re:

Request for Vacation of Inrem Judgment

Tax Key No.: 328-1686-000-7 Address: 2638 2640 N 47TH ST Owner Name: AFUA COKER

Applicant/Requester: ANCHOR BANK

2011-2 Inrem File

Parcel: 178

Case: 11CV7456

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 09/16/2011.

WFW/ku



### REQUEST FOR VACATION OF IN REM JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:	Return by 12-13-11
Type or print firmly with ball point pen.	NECEIVED
2. Use separate form for each property.	and eligibility. No written request to proceed NOVer tele 2011 hance
may be submitted for consideration to the Common Cour	ncil where more than 90 days has elapsed from the date of entry
of the in rem judgment to the date of receipt of the reques	
	by Cashiers Check or cash to the City Treasurer's Office
prior to acceptance of this application.	
<ul><li>5. Complete boxes a, b c, d, and e.</li><li>6. Forward completed application to City Treasurer, 200 Ea</li></ul>	est Wells Street Room 103 Milwaukee WI 53202
o. Forward completed application to Oily Treasurer, 200 Ea	St vveils Otleet, NOOTH 100, Milwaukee, VVI 00202
APPLICANT INFORMATION:	
a. property address 2638-2640 A	V 47 <sup>th</sup> Street
TAXKEY NUMBER 328 - 1686 - 7	
	<u></u>
NAME OF APPLICANT <u>Anchorbank</u> 131	<u>'</u>
mailing address 420 S. Koeller	Street
Oshkosh Wi	54902 920-303-4925
CITY STATE	ZIP CODE TELEPHONE NUMBER
B. FORMER OWNER YES	NO
If no, describe interest in this property <u>Anchorba</u>	nk has a security interest
in the property (see attach a	documentation)
THE Property (see would) a	(XXIII LEI II OLI 1011)
C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF M	MILWAUKEE THAT THE FORMER OWNER HAS AN
OWNERSHIP INTEREST IN (If not applicable, write NON	<b>1</b> ⊨).
N 1/9	
/Use reverse side if	f additional space is needed)
(Use reverse side, ii	additional space is needed)
D. HAVE MONIES FOR ADMINISTRATIVE COSTS	E. DEPT OF NEIGHBORHOOD SERVICES FILING:
BEEN DEPOSITED WITH THE CITY TREASRUER'S	
OFFICE? (Documentation must be attached)	Have applications to record the subject property and
YESNO	any other unrecorded properties in which the former owner has an ownership interest been filed with the
	Department of Neighborhood Services per s. 200-51.5.
	YESNOUnknown
	YESNOUTICITODOT
Applicant warrants and represents that all of the information pr	ovided herein is true and correct and agrees that if title to the
property is restored to the former owner, applicant will indemnify which may be asserted against City as a result of its being in the	y and hold City harmless from and against any cost or expense
Water usage, city services, etc. while the City held title to the	property are the responsibility of the applicant if request to
vacate is approved. Applicant understands that if this requ	uest is withdrawn or denied the City shall retain all of the
administrative costs applicant paid.	15. 6.1.
APPLICANT'S SIGNATURE	DATE 10-21-11

## State Bar of Wisconsin Form 1-2003 WARRANTY DEED

Document Number

- volume i i i i i i i i i i i i i i i i i i i	Document Name	
THIS DEED, made between Sect	urity Lending Group, LLC	
and AnchorBank, fsb	("Grantor," whether one or more)	<del>,</del>
Grantor, for a valuable considers	("Grantee," whether one or more)	<b>1</b>
Milwaukee space is needed, please attach adde	profits, fixtures and other appurtenant interests, iCounty, State of Wisconsin ("Property") (if morndum):	n Recording Area
	Continuation of Jackson Park, being a subdivision of	
Grantor warrants that the title to the and clear of encumbrances,	Property is good, indefeasible in fee simple and free	328-1686-7  Parcel Identification Number (PIN)  Thisis nothnmestead property.
Dated to be effective as of:		(is not)
By: Llbyd P. Lovin, Manager  AUTHENTICA	(SEAL) *	(SEAL)
Signature(s)	STATE OF WISCONS	ACKNOWLEDGMENT
authenticated on	. MILWAUKEE	) ss. COUNTY )
TITLE: MEMBER STATE BAR O	WISCONSIN Grown LLC	me on October 24, 2011 P. Levin as Manager of Security Lending
authorized by § 706.06, Wi	s. Stats.) to me known to be	Alta and a second
HIS INSTRUMENT DRAFTED BY:		See sire sarile,
ntonina Prestigiacomo of Foley & La		Wisconsin
50 East Gilman Street, Madison, Wisc	onsin 53703-1481 My Commission (is pen	manent) (expires: 6/10/13
NOTE: THIS IS A STAN ARRANTY DEED  Type name below signatures.	Signatures may be authenticed William ledged. Both are DARD FORM. ANY MODELLA OF WISCOMS OF THIS FORM SOME PUBLIC OF WISCOMS OF WISCOMS OF THE PUBLIC OF	not necessary.) SHOULD BE CLEARLY IDENTIFIED.
55388.1	OF WECKININ	

File No.: NCS-508182-MAD

## Commercial Owner's Affidavit

STA	ATE OF	WISCONSIN	}
CO	UNTY OI	F MILWAUKEE	}
The	undersign	ned affiant first being duly sw	orn, deposes and says:
abo	ve referei	The undersigned inced commitment (hereinaf	the owner of the following parcel of real estate which is described in the er called "the property"):
	Lot Sect	24, in Block 12, in the Secon ion 14, in Township 7 North,	d Continuation of Jackson Park, being a subdivision of part of the Southeast ¼ of Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
1.	not b	een paid for, nor are there any	on, repairs, alterations, improvements made, ordered or contracted to be made on dered within the last 6 months (or 6 months after completion of work) which have a fixtures attached to the Property which have not been paid for in full; and there ms for any such work or item, except: None.
	That	the work of improvement, if	iny:
	[]	Started on	
	[ ]	Was completed on Will be completed on	
2.	impro That t	vements such as paving or re	nor notice received that work is to be done by the municipality (city, borough, or ling but not limited to the installation of water or sewer lines, or for paving of streets or alleys, or the installation of curbs or sidewalks.  or agreements affecting the Property, and there is no one in possession of or that un: (enter N/A if such is true)
	[] []	the undersigned tenants based on month-to m lessees based on existing leas affiant(s) please remember to N/A	es.
4.	That th	nere are no rights of first refu (0	al or options to purchase all or any part of the Property except: None. enter "none" or N/A if such is true)
5.	That thunders	ere are no unpaid real estate igned has not received any su	taxes or assessments except as shown on the current tax roll. That the pplemental tax bill which is unpaid.
6.	That no compet	actions in bankruptcy have ent jurisdiction.	ocen filed by or against the company in any federal court or any other court of
7.	That th	ere are no matters pending ag n the most recent effective da	ainst the Affiant that could give rise to a lien that would attach to the property te of the title commitment and the recording of the interest to be insured, and Page 1 of 2

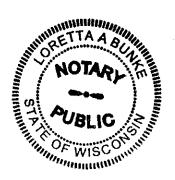
davit File No.: NCS-508182-MAD

that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

8. That this affidavit is given for the purpose of inducing First American Title Insurance Company and/or its agent to issue its policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentation and/or untrue statements made herein and indemnify and hold harmless FIRST AMERICAN TITLE INSURANCE COMPANY against liability occasioned by reason of reliance upon the statements made herein.

Personally came before me this 24<sup>th</sup> day of October, 2011, the above named Lloyd P. Levin, the Manager of Security Lending Group, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same on behalf of Security Lending Group, LLC by its authority.

[SEAL]



\* Loretta A Bunks.
Notary Public, Milwaukee County, Wisconsin
My commission expires: 6/10/12.
\* print name



Loan No. SL080302

#### MORTGAGE NOTE

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

#### 1.TERMS OF REPAYMENT AND ADDITIONAL ADVANCES

To pay to the order of SECURITY LENDING GROUP, LLC, Promisee and Mortgagee, hereinafter called LENDER, its successors and assigns, at its offices at 10624 N. Port Washington Road, Suite 201, Mequon, Wisconsin 53092, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of Seventy Thousand and 00/100 Dollars, (\$70,000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Lender, together with interest thereon at the initial rate of 13.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$787.50, commencing May 1, 2008. Interest shall be computed monthly on the basis of a 360-day year comprised of twelve 30-day months. Effective October 1, 2008, the interest rate shall increase to 16.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$962.50. Effective January 2, 2009, the interest rate shall increase to 19.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$1,137.50 until the loan shall have been fully repaid. Any payments shall be applied first to penalties and interest, then to principal. The entire balance shall be fully due and payable on March 31, 2009 (the "Maturity Date"), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event the balance shall become due prior theretoo. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes and other laws applicable at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute and other law. The principal sum, the interest thereon, and all other amounts payable by Borrower to Lender under this Note or under the Mortgage shall hereinafter be called the "Note Debt".

#### 2. INTEREST ON UNPAID BALANCE

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

#### 3. This paragraph has been intentionally left blank.

#### 4. ESCROW REQUIREMENTS

Borrower shall pay to the Lender on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Lender may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Lender and the Lender shall apply them to pay the escrow items. Escrow funds held by the Lender for yearly taxes and assessments on the Property shall be applied by the Lender for payment of such taxes and assessments in a single lump sum. If the escrow funds held by the Lender exceed the amount required to pay the escrow items when due, the excess may, at the Lender's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by the Lender. The Lender shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Lender shall refund to Borrower any escrow funds held by the Lender. The

Lender may waive Borrower's obligations under this paragraph 4, provided that the Lender may revoke such waiver if the Lender determines that its security is diminished by failure of the borrower to comply with this paragraph.

#### 5. LATE CHARGE

In the event any installment payment (including, without limitation, the entire principal balance upon maturity) becomes more than 10 days past due, Borrower shall pay a late payment charge to Lender equal to 5% of the entire unpaid amount of the installment (including principal and interest). All late charges shall be secured by the Mortgage and, if not prohibited by applicable law, interest shall also accrue on delinquent principal amounts at the interest rate then in effect. Payments received after any installment becomes more than 10 days past due shall be applied first to current installments and then to delinquent installments for purposes of this provision

#### 6. RIGHT TO ACCELERATE

If Borrower fails to make any payment due under this Note or the Mortgage within five (5) days after it becomes due, or upon any default (other than non-payment) under the Mortgage securing this Note, that is not cured within thirty (30) days following the date of mailing of written notice to Borrower, the Lender may accelerate the entire principal balance of this Note and declare the same immediately due and payable without notice or demand. It is understood and agreed that no written notice is required prior to any such acceleration due to a default in payments. After acceleration, interest shall accrue on the balance due at 24 percent per annum, or, if less, at the highest, rate then, permitted by law.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Lender under paragraph 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. BORROWER TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Lender, upon this Note, the Note Debt, the Mortgage, or upon the Lender's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Lender may be created against the Property during the term of the Mortgage; to permit the Lender to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Lender, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Lender, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Lender, including flood loss coverage; to deliver to the Lender the policies of insurance and their renewals when due in such form as the Lender may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Lender. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Lender; the insurance proceeds, or any part thereof, may be applied by the Lender at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Lender may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Lender of any of said purposes,

and the Lender shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Lender, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Lender, its successors or assigns, is first obtained. In the event of the approval by the Lender of any such transfer of title, the Lender shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF LENDER IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Lender may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Lender to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Lender; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Lender of a material misrepresentation in the application. The Borrower hereby assigns to the Lender as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Lender pursuant to this Note. The Borrower does hereby appoint said Lender, without court order, agent for the management of the Property; and the Lender shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Lender may elect and exercise to accept in the event the Lender, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Lender to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Lender, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Lender in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Lender by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or in interest of the Lender in the Property. The Lender may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Lender and hold the Lender harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, without hearing at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to service without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, cost of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Lender. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Lender including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclosure the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Lender may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant the Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Lender the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge there are no waste, refuse, pollutants, contaminates, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state, or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Lender may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable items and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Lender has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Lender bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this 7th day of March, 2008.

Borrower Afua Coker

This Note is hereby made payable to the order of AnchorBank, fsb as collateral for a \$5,000,000 revolving loan from AnchorBank, fsb ("AnchorBank") to Security Lending Group, LLC ("SLG"), subject to the terms and conditions of that certain Revolving Credit Agreement between AnchorBank and SLG, dated May 1, 2009.

Security Lending Group, LLC

Alex Satanovsky, Member

06/25/2008 09:33

2622400967

PAGE 02/08

DOC.# 09596867

REGISTER'S OFFICE Milwaukee County, WI

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE REGISTER OF DEEDS AMOUNT: FEE EXEMPT 77.25 #: 0

MORTGAGE

Document Title

Loan Number: SL080302

The undersigned Mortgagor(s), Afua Coker, hereby mortgage(s) to Security Lending Group, LLC a Wisconsin limited liability company, Mortgagee, real estate in MilwaukeeCounty, Wisconsin described as follows (hereinafter the "Property"):

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Security Lending Group, LLC 10624 N. Port Washington Road Suite 202

Mequon, WI 53092

Parcel Identification Number: 328-1686-7

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of Seventy Thousand and 00/100 Dollars 70,000.00 of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or lraving been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee, without court order, agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The

05/25/2008 09:33

2622400967

PAGE



## DOC.# 09596868

REGISTER'S OFFICE Milwaukee County, WIJ

05/06/2008 11:46AM

JOHN LA FAVE REGISTER OF DEEDS AMOUNT: 17,00 FEE EXEMPT 77.25 #: 0

ASSIGNMENT OF LEASES AND RENTS

Document Title

Document Number

Loan Number: SL080302

THIS ASSIGNMENT is made as of 7th day of March, 2008 by Afua Coker, a Wisconsin limited liability company ("Borrower") to SECURITY LENDING GROUP, LLC, a Wisconsin limited liability company,

RECITALS

A. Borrower is the owner of the real property described in the Legal listed below attached hereto (the "Property");

Borrower has requested a loan from Lender in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) (the "Loan");

C. Lender, as a condition of making the Loan, has required that Borrower, in addition to executing its note for the amount of the Loan (the 'Note") and Borrower in executing and delivering its mortgage of the Property (the "Mortgage"), executes and delivers this assignment of rents and leases for the repayment of the Note.

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Name and Return Address:

Security Lending Group, LLC 10624 N. Port Washington Road, Suite 202 Mequon, W1 53092

Parcel Identification Number

328-1686-7

#### **AGREEMENTS**

NOW, THEREFORE, to better secure all debts, obligations and liabilities of Borrower to Lender arising out of credit proviously granted, contemporaneously granted and granted in the future by Lender to Borrower, including, without limitation, the obligations of Borrower under the terms and conditions of the Note, the Mortgage and all other documents which evidence or secure Borrower's obligations to Lender in connection with the Loan, Borrower hereby absolutely and unconditionally assigns to Lender, its successors and assigns, all of Borrower's interest in all the rents, issues and profits due and to become due from the Property, together with all leases, agreements, guarantees of leases and agreements, service contracts and insurance policies affecting the Property now or hereinafter existing (the "Assigned Assest"). This Assignment shall be effective upon execution, and Lender's interest in the rents and leases assigned shall be perfected as of the date of recording of this Assignment. As an additional nonexclusive means of perfection of Lender's interest, Lender's interest shall be perfected at the time Lender mails notice to Borrower or any tenant pursuant to this Assignment, advising that person that Lender is exercising its rights under this Agreement, unless perfection occurs, or is deemed to occur, prior to such notice.

Borrower futher agrees as follows:

RIGHTS OF BORROWER IN ABSENCE OF DEFAULT. Before an Event of Default, (as defined in the Mortgage,) occurs, Borrower shall have the right to collect the rents, income and profits from the leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs no more than one month's advance rent shall be collected or accepted without the prior written consent of Lender.

RIGHTS OF LENDER UPON DEFAULT. Upon the occurrence of an Event of Default, (as defined in the Mortgage):

Lender may, at its option and without court order, without notice to or demand on Borrower do any or all of the following:

I. Enter and take possession of the Property.

- 2. Demand, collect and receive from the tenants, lessees or other occupants now or at any time hereafter in possession of the Property or any part thereof, rents now due or to become due; endorse the name of Borrower or any subsequent owner of the Property on any check, note or other instrument for the payment of money; and deposit the same in demand accounts; institute, prosecute, settle or compromise any summary or legal proceeding for the recovery of rents or profits pertaining to the Property; recover the whole or any part of the Property; institute, prosecute, settle or compromise any other proceeding for the protection of the Property, the recovery of any damages done to the Property, or the abatement of any nuisance thereon; and defend any legal proceeding brought against Borrower or against owners arising out of the operation of the Property.
- 3. Lease or rent the Property, or any part thereof; employ an agent to rent and manage the Property; make any change or improvement it deems reasonably necessary or expedient for leasing or renting of the Property; keep and maintain the Property in a tenable and rentable condition, as well as in a good state of repair; purchase all equipment or supplies reasonably necessary or desirable in the operation and maintenance of the Property; pay for all fuel, electricity; power, painting, repairs, wages of employees, and other items for the maintenance of the Property; pay interest or principal on any prior mortgages on the Property now due or to become due; pay any taxes, assessments, water or sewage charges, and meter charges now due and unpaid, or which may hereinafter become due and constitute a charge or lien against the Property; pay the principal and/or the interest of the Note and Mortgage, now due or hereafter to become due; pay the premiums on all policies of insurance now or hereinafter effected by the Borrower; comply with the orders of any governmental body or entity having jurisdiction against the Property; remove any mechanic's lien, security interest or other lien against the Property; and, in general, pay all charges and expenses incurred in the management and operation of the Property.
- b. Lender may pay the cost of all the matters provided for under this Section 2 out of the rents or revenues received from the Property. Any payments advanced by Lender under any of the provisions of this Assignment, including reasonable expenses and reasonable attorneys fees, shall be charged to Borrower, and shall for all purposes be deemed secured hereby and be payable to Lender out of the rents of the
- c. Notwithstanding any other provision of this Assignment, Borrower hereby assigns to Lender: (1) any award made hereafter to it in any court proceeding involving any of the lessees in any bankruptcy, insolvency or reorganization proceeding in any state or federal court; and (2) any and all payments made by lessees in lieu of rent. Borrower irrevocably appoint Lender as its attorney in fact to appear in any action and/or to collect any such award or payment.

#### 3. OBLIGATIONS OF LENDER.

- a. Lender shall in no way be liable for any act done or anything omitted by it but shall be liable to account for all monies that it may receive hereunder. Nothing in this Assignment shall be construed to: (1) prejudice Lender's right to institute or prosecute any proceeding to foreclose the Mortgage or to enforce any lien on any other collateral which Lender may have; or (2) prejudice any right which Lender may have by reason of any present or future default under the terms of the Note, the Mortgage or any related loan documents.
- b. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Borrower under any lease or Assigned Asset. Borrower hereby agrees to indemnify Lender for, and to save Lender harmless from, any and all liability arising from any Assigned Asset or from any act or omission under this Assignment. This Assignment shall not place responsibility for the control, care, management or repair of Property upon Lender, or make Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in damage, loss, injury or death to any property, tenant, lessee, employee, agent invitee, licensee, or stranger except for Lender's willful misconduct.
- c. Lender shall not be responsible or liable for any misuse of or failure to account for any rents collected by any agent, employee or representative of Borrower.
- Lender shall not be obligated to borrow or advance funds for any debt or obligation incurred in connection with the Property.
- c. Lender may (but shall not be obligated to) turn over to Borrower any surplus which Lender may have after paying all expenses in connection with the operation and maintenance of the Property and after setting up a necessary reserve for contingencies and emergencies and for the payment, upon the due date, of fixed

Borrower has executed this assignment as of the day and y	year first written above.
Borrower: Afua Coker	De-
AUTHENTICATION	ACKNOWLEDGEMENT
Signature(s) of	STATE OF WISCONSIN
*  * TITLE: Member State Bar Of Wisconsin (If not,	Personally came before me this 7th day of March, 2008, the above named Afua Coker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.
authorized by §706.06, Wis. Stats.)	Samantha (Stabl
THIS INSTRUMENT WAS DRAFTED BY: JOSH Prom	SANOTARY Public State of Wisconsin  Mysconsin  Mysconsi

Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. At Mortgagee's option, Mortgager consents to the appointment of a receiver by a court without hearing, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this instrument this 7th day of March, 2008

Africa Color

AUTHENTICATION	ACKNOWLEDGEMENT	
*  TITLE: Member State Bar Of Wisconsin  (If not, authorized by §706.06, Wis. State)  THIS INSTRUMENT WAS DRAFTED BAH  THIS INSTRUME	STATE OF WISCONSIN  COUNTY OF OCCUPANT SS.  Personally came before me this 7th day of March, 2008, the above named Afra Coker, to me known to be the persons who executed the foregoing instrument and acknowledged tile same.  Manual Saman L. State  Sotary Public. State of Wisconsin	
WSCONSING WSCONSING	My Commission: 1/22/17	

PAGE 04/98

Document Number

#### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Document Title

Loan Number: SL080302

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS is given by SECURITY LENDING GROUP, LLC, a Wisconsin limited liability company, which has an office located at 10624 N. Port Washington Road, Suite 202, Mequon, WI 53092, ("Assignor") for valuable consideration, the receipt of which Assignor acknowledges, to ANCHORBANK, fsb, a federally chartered savings bank of 15600 West Cleveland Avenue New Berlin, Wisconsin, 53151("AnchorBank"). Assignor does hereby grant, assign, covey and transfer to AnchorBank all of its rights, title and interest in and under that certain Assignment of Leases and Rents executed by COKOV in favor of Assignor dated as of the date of this Assignment relating to that certain parcel of real property described in Legal The Assignment of Leases and Rents was duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin as Document No. 0959 6868

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

DOC.# 09596870

REGISTER'S OFFICE Milwaukee County, WI]

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE REGISTER OF DEEDS AMOUNT: 11.00 FEE EXEMPT 77.25 #: 0

Name and Return Address:

Security Lending Group, LLC 10624 N. Port Washington Road, Suite 202 Mequon, WI 53092

Parcel Identification Number

328-1686-7

To Have and to Hold the said Assignment of Leases and Rents, and the debt thereby secured by a note therein referred to, and all right, title and interest conveyed by said Assignment of Leases and Rents, in and to the leases and rents described therein, to AnchorBank, its Successors and assigns, forever, for their use and benefit. Assignor warrants that it is and will be the owner of the Assignment of Leases and Rents and has the right to make this assignment to AnchorBank..

This assignment is for collateral purpose only, all servicing will be held by Security Lending Group, LLC. For payoff or other information concerning this loan, please contact Security Lending Group, LLC at 262-478-1172 or 10624 N. Port Washington Road, Suite 206 Mequon, WI 53092.

OTARY

SAMANTHA

STAHL

ANSELVE)

Dated as 7th day of March, 2008

KENDING GROUP, LLC

[SEAL]

Alex Satarlovsky, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF !

SS.

Personally came before me this 7th day of March, 2008, the above named Alex Satanovsky to me known to be the person who executed the foregoing instrument and acknowledged

the same.

My Commission:

Security Lending Group, LLC Prosper Pfannerstill

THIS INSTRUMENT WAS

Document Number

ASSIGNMENT OF MORTGAGE

Document Title

Loan Number: SL080302

For valuable Consideration, the receipt of which is hereby acknowledged, SECURITY LENDING GROUP, LLC, organized and existing under and by virtue of the laws of the state of Wisconsin, located at 10624 N. Port Washington Road, Suite 206, Mequon, WI 53092, ("Assignor") does hereby grant, bargain, sell, assign, convey and set over unto Anchor Bank of 15600 West Cleveland Avenue New Berlin, Wisconsin, ("Assignee") that certain Mortgage executed by Afua Coker dated the 7th day of March, 2008 to Security Lending Group, LLC on certain lands described below, together with the Note therein referred to and all the right, title and interest conveyed by said Mortgage, in and to said lands, which Mortgage was duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin Document No. 0950681

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast ¼ of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



## DOC.# 09596869

REGISTER'S OFFICE | SS Milwaukee County, WI]

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 11,00
FEE EXEMPT 77.25 #: 0

Recording Area

Name and Return Address:

Security Lending Group, LLC 10624 N. Port Washington Road, Suite 206 Mequon, WI 53092

Parcel Identification Number

328-1686-7

To Have and to Hold the said Note and Mortgage, and the debt thereby secured, and all right, title and interest conveyed by said Mortgage, in and to the lands therein described, to the said Assignee, its successors and assigns, forever, for their use and benefit.

In Witness Whereof, Assignor has caused these presents to be signed by Alex Satanovsky, its Member at Security Lending Group, LLC 10624 N. Port Washington Rd, Suite 206 Mequon, Wisconsin, and has caused its corporate seal (if any) to be hereunto affixed, this 7th day of March, 2008.

This assignment is for collateral purpose only, all servicing will be held by Security Lending Group, LLC. For payoff or other information concerning this loan, please contact Security Lending Group, LLC at 262-478-1172 or 10624 N. Port Washington Road, Suite 206 Mequon, WI 53092.

SECURITY LENDING GROUP, LLC

[SEAL]

By

Alex Sataovsky, Member

AUTHENTICATION

ACKNOWLEDGEMEN

Alex Sataovsky, Member		
AUTHENTICATION	ACKNOWLEDGEMENT	
Signature(s) of	ARY PUBLIC STATE OF WISCONSIN SS.	
TITLE: Member State Bar Of Wisconsin (If not,	Personally came before me this 7th day of March, 2008, the STAHL  STAHL  Above named Alex Satanovsky to me known to be the person who executed the foregoing instrument and acknowledged the same.  WISCONS  WISCO	
authorized by \$706.06, Wis. Stats.)  THIS INSTRUMENT WAS DRAFTED BY:	Notary Public, State of Wisconsin	

Security Lending Group, LLC Prosper Pfannerstill My Commission: life 1/22/12

City
Milwankee

Payment Receipt of Office of the City Treasurer • City Hall, Room 103 200 East Wells Street • Milwaukee, Wisconsin 53202 Telephone: (414) 286-2240

Received of: Anchor Bonk
Tax Account No.: 328-/686-7
Property Address: 2638-2640 0474451
Cash \$ Check \$ <u>1370.00</u>
Installment Payment Bond Payment
Delinquent Tax Payment  Year:
Current Collection Tax Payment
Duplicate Tax Bill Fee Other
Received by: Slucy Susement
Date: 11/14/H

## Office of the City Treasurer - Milwaukee, Wisconsin Administration Division Cash Deposit of Delinquent Tax Collection

Cashier <u>Category</u>	Cashier <u>Payclass</u>		Dollar <u>Amount</u>
1910		Delinquent Tax Collection	
	1911	City Treasurer Costs	220.00
	1912	DCD Costs	450.00
	1913	City Clerk Costs	200.00
	1914	City Attorney Costs	500.00
		Grand Total	1,370.00

Date 11/14/2011

### **Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number:

2011 - 2

Taxkey Number:

328-1686-000 - 7

Property Address: 2638 2640 N 47TH ST

Owner Name

AFUA COKER

Applicant:

**ANCHOR BANK** 

Parcel Number:

178

CaseNumber:

11CV7456