



OFFICE OF THE CITY TREASURER
Milwaukee, Wisconsin

Spencer Coggs
City Treasurer


James F. Klajbor
Deputy City Treasurer

Kerry R. Urban
Special Deputy City Treasurer

Robyn L. Malone
Special Deputy City Treasurer

January 31, 2018

To: Milwaukee Common Council
City Hall, Room 205

From:  James F. Klajbor
Deputy City Treasurer

Re: Request for Vacation of Inrem Judgment
Tax Key No.: 273-0430-000-6
Address: 3741 3741 N 3RD ST
Owner Name: WILLIE S MORRIS AVERY L MORRIS
Applicant/Requester: WILLIE S MORRIS
2017-4 Inrem File
Parcel: 90
Delinquent Tax Years: 2014-2017
Case: 17-CV-005975

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

The City of Milwaukee acquired this property on 11/20/2017.

JFK/em





OFFICE OF THE CITY TREASURER

CITY HALL - ROOM 103 - 200 EAST WELLS STREET - MILWAUKEE, WISCONSIN 53202
TELEPHONE: (414) 288-2260 • FAX: (414) 288-3188 • TDD: (414) 288-2025

FORMER OWNER'S REQUEST TO VACATE IN REM TAX FORECLOSURE JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with a black ball point pen.
2. Use separate form for each property.
3. Refer to the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem tax foreclosure judgment to the date of receipt of the request by the City Clerk.
4. Administrative costs totaling \$1,370 must be paid by Cashier's Check or cash to the Office of the City Treasurer prior to acceptance of this application.
5. Complete boxes a, b, c, and d and sign and date application.
6. Forward completed application to the City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

APPLICANT INFORMATION:

A. PROPERTY ADDRESS: 3741 North 3rd st

TAX KEY NUMBER: 2730430000

NAME OF APPLICANT: Patricia Rowland POA

MAILING ADDRESS: 3893 N 5th St

Milw CITY WI STATE 53212 ZIP CODE (414) 531-1663 TELEPHONE NUMBER

B. WAS THE PROPERTY LISTED IN "A" ABOVE YOUR PRIMARY RESIDENCE? YES NO

IS THE PROPERTY LISTED IN "A" ABOVE CURRENTLY OCCUPIED? YES NO

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE IN WHICH YOU HAVE AN OWNERSHIP INTEREST (If not applicable, write NONE.):

3893 North 5th st (Patricia Rowland)

ADDRESS ZIP CODE

ADDRESS ZIP CODE

ADDRESS ZIP CODE

(Use reverse side, if additional space is needed.)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE? (Documentation must be attached.)

YES NO

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold the City harmless from and against any cost or expense, which may be asserted against the City as a result of its being in the chain of title to the property. Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid. There are no refunds.

APPLICANT'S SIGNATURE: Patricia Rowland
(POA)

DATE: 1-31-2018

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

<u>Cashier Category</u>	<u>Cashier Payclass</u>		<u>Dollar 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 1/31/2018

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2017 - 4
WholeTaxkey: 273-0430-000-6
Property Address: 3741 3741 N 3RD ST
Owner Name WILLIE S MORRIS
AVERY L MORRIS

Applicant: WILLIE S MORRIS
Parcel No. 90
CaseNumber: 17-CV-005975

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, WILLIE S. MORRIS, SR. of Milwaukee County, Wisconsin, appoint AVERY L. MORRIS of Milwaukee County, Wisconsin, as my attorney ("Attorney"), for me and in my name and on my behalf. If AVERY L. MORRIS, for any reason, cannot be my attorney ("Attorney"), I appoint PATRICIA ROWLAND of Milwaukee County, Wisconsin, as my attorney ("Attorney"), for me and in my name and on my behalf.

1. **POWERS IN GENERAL.** To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs, as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described in this power of attorney being in aid and exemplification the full, complete, and general power granted and not in limitation or definition.

2. **BUY AND SELL SECURITIES.** To sell, pledge, exchange, option or otherwise dispose of any securities, whether stocks, bonds, debentures, certificates, notes, mortgages or other assets or property that I may own from time to time, and to sign, seal, acknowledge, and deliver all instruments of transfer and all supporting affidavits necessary or requested in accomplishing it; to buy the foregoing in my name, and on my behalf, for prices, and on terms and conditions, as my Attorney believes advisable.

3. **RECEIVE DIVIDENDS AND INTEREST.** To receive all dividends and interest payments that are now due, or may hereafter become due and payable to me, on all of the shares of stock, bonds or other evidences of indebtedness or investments belonging to me.

4. **VOTE.** To appear and vote, and otherwise act as my representative, in respect to such number of shares as I may be entitled to vote, at all meetings of shareholders of companies or corporations in which I now, or may hereafter own shares of stock, and for such purpose to sign and execute limited or unlimited proxies, or other instruments in my name, and on my behalf; to tender my resignation as director or officer; to subscribe to shares on such terms, covenants and conditions as Attorney believes advisable; and to engage in or discontinue a business, professional, or commercial enterprise.

5. **INVEST.** On receipt of any moneys that shall be paid to Attorney, to pay or deposit them in my name, or otherwise, with any banker, broker or other agent; to draw out such moneys from time to time, and invest the same, at the discretion of Attorney in such assets, stocks, bonds, evidences of indebtedness, notes, mortgages or other securities as Attorney sees fit.

6. **MANAGE AND LEASE.** To manage Real and personal property owned by me, or in which I have an interest, and to negotiate, make, sign, seal, acknowledge, and deliver all leases of my property as are advisable, containing terms, covenants and conditions as Attorney believes best; to demand, receive and collect all the rents for the same accruing under leases, and to use all lawful remedies, actions and other necessary or proper proceedings for recovery, and generally to do for me,

and in my name, whatever Attorney believes to be necessary and proper to recover the rents; to sign receipts for rent received.

7. **SELL, EXCHANGE, OPTION.** To sell, exchange, option, and convey my Real and personal property, wherever located, either together, or in separate parcels or lots, for such price, and on such terms, as Attorney believes advisable, and to give a good receipt on payment of the consideration or purchase price; to sign, seal, acknowledge, and deliver deeds and bills of sale of general warranty, with the customary covenants, for such property, and to do every other thing necessary or proper for carrying into effect, and execution of, any agreement of sale, or other transfer, made by Attorney in such manner that all my estate, right, title or interest in or to the property, included in the agreement of sale or other transfer, is effectively and absolutely conveyed and assured to the purchaser.

8. **ACQUIRE PROPERTY; MOTOR VEHICLES.** To purchase, lease, or otherwise acquire and hold, all such dwellings, goods, equipment, motor vehicles, household furnishings, furniture and appliances, clothing and personal effects as my attorney believes necessary or desirable for my health, support, and maintenance, and that of my spouse and dependent children; to continue whatever provision has been made by me before or after the creation of this power for my spouse and dependent children with regard to motor vehicles, including without limitation power to license, insure, and replace motor vehicles owned by me, and customarily used by my spouse and dependent children; to apply for a certificate of title upon, and endorse and transfer title to any motor vehicle, and to represent in the transfer that the title to the vehicle is free and clear of all liens and encumbrances, except those specifically set forth in the transfer.

9. **BORROW AND ENCUMBER.** To borrow money on a secured or unsecured basis, at such rate of interest, and upon such terms, covenants and conditions that Attorney believes advisable; to sign, seal, acknowledge and deliver Real Estate mortgages, security agreements, assignments, financing statements, agreements not to encumber, debt and security interest subordinations, hypothecations, and other agreements.

10. **CONDUCT BANKING.** To open, continue, maintain, change, or close depository accounts with banks and other financial institutions, and make deposits and withdrawals by check, draft or otherwise; to endorse checks, notes, and drafts for deposit, collection or otherwise; to use money in deposit accounts to pay accounts and bills incurred by me, or for my health, support, maintenance, and education, and that of my spouse and dependent children; and to do whatever else is necessary or proper for the conduct of my business and personal affairs.

11. **COLLECT.** To ask, demand, sue for, collect, recover and receive all moneys, debts, interest, dividends, accounts, legacies, bequests, benefits, annuities, goods, chattels and other personal property now or hereafter due, owing, payable or belonging to me, and to use all lawful means in my name, or otherwise for the recovery; to contest, compromise, pay, extend, settle, or abandon claims in favor of, or against me; and to give receipts, releases and discharges.

12. **INSURE.** To purchase and pay for insurance insuring my health, life and property, including without limitation, health, life, accident, disability, property, casualty and liability insurance; to make necessary claims, to settle, compromise, and adjust claims, to surrender and cancel insurance policies; to borrow from insurers, and third parties, using insurance policies as collateral.

13. **TAXES.** To represent and act for me before the Internal Revenue Service or Treasury Department of the United States, and before the tax department of any state, county, or municipality, in any and all tax matters in which I am concerned, and particularly in the matter of my income tax returns and assessments, with full authority to prepare, sign, and file all required tax returns; to consent to and negotiate compromises, agreements, and settlements in connection with taxes; to file claims for refund, and receive refund checks; to receive and examine confidential information, including, without limitation, copies of tax returns with all schedules and appendices; to take appeals, file protests and execute waivers and closing agreements.

14. **CONDUCT LITIGATION.** To commence, prosecute, enforce, defend, answer, oppose or abandon any action, suit, or other legal proceeding, relating to any matter in which I am, or may hereafter be interested in or concerned with; and also, in the discretion of Attorney, to compromise, settle, refer to arbitration, or submit to judgment any such action, or proceeding.

15. **SAFE DEPOSIT BOX.** To have access to any safe deposit box of mine wherever located, and to remove the contents and surrender the box, as Attorney sees fit. Any institution in which a safe deposit box of mine is located is not liable to me, my heirs, or my estate for permitting Attorney to exercise this power.

16. **SOCIAL SECURITY.** To represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; to collect all social security benefits due me; and to make such arrangement in connection with social security benefits, as will facilitate its application to my care and support.

17. **HEALTH INSURANCE.** To execute all necessary instruments for health insurance, including but not limited to any instruments requested by Medicare, Medicaid, or a private insurer, for the purpose of submitting claims and collecting reimbursements, initiating, cancelling or renewing coverage and paying of premiums, and for any other purpose Attorney believes necessary.

18. **MEDICAL PERSONNEL.** To employ and compensate medical personnel, including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person, and to do so without liability for any neglect, omission, misconduct, or fault of a physician, or other medical personnel, provided the physician or other medical personnel were selected and retained with reasonable care, and to dismiss any such person, at any time, with or without cause.

19. **MEDICAL TREATMENT; NURSING CARE.** To authorize any kind of medical procedure and treatment, including without limitation medication, treatment, medication or procedures where consent is required; to obtain the use of medical equipment, devices or other equipment and devices

deemed by Attorney needful for proper care, custody, and control of my person, and to do so without liability for any neglect, omission, misconduct, or fault with respect to such medical treatment; to contract for my care at a hospital, nursing home, convalescent home, or similar establishment.

20. FLOWER BONDS. To purchase, for my benefit, and in my behalf, United States Government bonds redeemable at par in payment of United States Estate taxes, imposed at my death, upon my estate.

21. FUND A TRUST. To transfer my property, whether real or personal, to the trustee of a revocable trust created by me during my lifetime, for my benefit, and those dependent upon me for support, and to designate the trustee as beneficiary of the proceeds of life insurance on my life.

22. MAKE GIFTS. To make gifts in my name, and on my behalf, if Attorney believes the gifts will provide tax benefits for me or my estate: to my spouse, parents, and/or my issue in amounts not exceeding the then Federal annual gift tax exclusion per donee; and to charitable organizations in amounts, and at times, that follow patterns of giving established by me before the date of the gift made by Attorney.

23. EMPLOY AGENTS. To appoint, employ, and dismiss from time to time, for my benefit and the administration of my property, agents, attorneys, investment advisors, accountants, housekeepers and other persons, upon terms and conditions and for such compensation as Attorney thinks proper; to terminate any agency that I may have created at any time.

24. POWER OF SUBSTITUTION. To substitute and appoint, from time to time, an attorney or attorneys under Attorney named in this instrument, with the same, or more limited powers, and to remove the substitute or substitutes and appoint another or others.

25. EXCULPATION. Attorney and Attorney's heirs, personal representatives and assigns are released, and forever discharged from all liability to me, my heirs and assigns, the beneficiaries under my Will or under any Trust that I have created or may create, or to any other person, because of any act, or failure to act, under this power of attorney.

26. SEVERABILITY. Invalidity of any provision of this power of attorney shall not affect another provision.

27. COMPENSATION. Attorney shall be reimbursed for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to this power of attorney, but Attorney is not entitled to compensation for services rendered under it.

28. LIMITATIONS. Notwithstanding any provision of this power of attorney to the contrary. Attorney shall not exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors, or the creditors of Attorney's estate. Attorney has no power or authority with respect to (a) a policy of insurance owned by me on the life of Attorney, or (b) a trust created by Attorney of which I am a Trustee.

29. NOMINATION OF GUARDIAN. In the event that I am adjudged to be incompetent, I nominate AVERY L. MORRIS to be Guardian of my person and Estate, and if AVERY L. MORRIS for any reason, cannot be my Guardian, I nominate PATRICIA ROWLAND to be Guardian of my person and Estate.

No effect is to be given to paragraph headings.

This is a durable power of attorney under Sec. 243.07, Wis. Stats., as amended, and shall be effective immediately and shall not be affected by my subsequent disability or incapacity.

This is Attorney's Signature: Avery L. Morris
AVERY L. MORRIS

Alternate Attorney's Signature: Patricia Rowland
PATRICIA ROWLAND

Signed this 14 day of April, 1997.

Willie S. Morris
WILLIE S. MORRIS, SR.

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 14 day of April, 1997, the above named WILLIE S. MORRIS, SR. to me known to be the person, who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission is permanent