

REQUEST FOR VACATION OF IN REM JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with ball point pen.
2. Use separate form for each property.
3. Check 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 45 days has elapsed from the date of entry of the in rem judgment to the date of receipt of the request by the City Clerk.
4. **Administrative costs totaling \$1370.00 must be paid by Cashiers Check to the City Treasurer's Office prior to acceptance of this application.**
5. Complete boxes a, b, c, d, and e.
6. Forward completed application to City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202.

APPLICANT INFORMATION:

A. PROPERTY ADDRESS 3514 W Silver Spring Dr. Milwaukee, WI
TAX KEY NUMBER 171-9852-100-0
NAME OF APPLICANT Jo Ann Johnson
MAILING ADDRESS 3514 W Silver Spring Dr
Milwaukee, Wisconsin 53209 462-8352 cell 559-0225
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES X NO X

If no, describe interest in this property is on a land contract with
Denise A Ross

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE THAT THE FORMER OWNER HAS AN OWNERSHIP INTEREST IN (If not applicable, write NONE).

NONE

(Use reverse side, if additional space is needed)

02 APR 22 AM 28
CITY OF MILWAUKEE
CITY TREASURER

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

YES X NO _____

E. DEPT OF NEIGHBORHOOD SERVICES FILING: Have applications to record the subject property and 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?

YES JWJ 4/19/02 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 City harmless from and against any cost or expense which may be asserted against 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 Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid.

APPLICANT'S SIGNATURE Jo Ann Johnson DATE 4-22-02

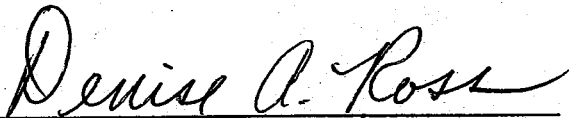
ADDENDUM


To land contract Dated 6/29/96
By and between Denise A. Ross and JoAnn Johnson

The following is a part of the Land Contract dated June 29, 1996, executed by Denise A. Ross (the Vender) and JoAnn Johnson, (the Purchaser) for the property located at 3514 W. Silver Spring Drive, Milwaukee, Wisconsin (the property). The parties agree as follows:

1. That during the term of the Land Contract or any extension thereof, the Vender will retain a key to the subject premises so that she will be able to inspect the premises at reasonable times with the permission of the Purchaser, at reasonable times and notice to determine that the property is being maintained, pursuant to the terms of the covenants and conditions of the offer to purchase.
2. Notwithstanding other terms and conditions of the subject Land Contract, the Purchaser agrees that at all times during the term of the Land Contract or any Extension thereof, the purchaser will at all times keep the furnace and electric system in working order, pay all premiums for fire and extended insurance coverage, maintain and pay all utility services serving the property and not allow any of the utilities to be come disconnected, as a result of nonpayment.
3. All property taxes and personal property taxes will be kept up to date and paid by the buyer.

Dated this 29th day of June, 1996.


Denise A. Ross, Vender


JoAnn Johnson, Purchaser

ADDRESS:

Denise A Ross
645 W. Good Hope Rd.
River Hills, WI 53217
414-3511921

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

DOCUMENT NO.

Contract, by and between Denise A. Ross

_____ ("Vendor",
whether one or more) and JoAnn Johnson

_____ ("Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in the city of Milwaukee County, State of Wisconsin:

That part of the South west 1/4 of section 25, Town 8 North, Range 21 East, in the city of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the South line of the aforesaid 1/4 Section which point is 160 feet West of the Southeast corner of said 1/4 Section running thence North on and along a line which is parallel to the East line of said 1/4 Section 110 feet to a point; thence East on and along a line which is parallel to the South line of the aforesaid 1/4 Section 22 feet to a point; thence South on and along a line which is parallel to the East line of said 1/4 section 110 feet to a point in the South line of said 1/4 Section; thence West on and along the South line of said 1/4 section 22 feet to the place of commencement, reserving the South 35 feet thereof for street purposes.

THIS SPACE RESERVED FOR RECORDING DATA

JAMES W. ROBERTSON ADDRESS

Denise A. Ross
645 W. Good Hope RD.
River Hills, WI 53211

This is not homestead property.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at Milwaukee, Wisconsin the sum of \$ \$19,000 in the following manner: (a) \$ _____ at the execution of this Contract; and (b) the balance of \$ _____, together with interest from date hereof on the balance outstanding from time to time at the rate of _____ percent per annum until paid in full, as follows:
See amortization schedule which is attached hereto and made a part hereof as though fully set forth herein.

This Land Contract is subject to the terms and conditions contacted on the Addendum which is attached hereto and made a part hereof as though fully set forth herein.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of _____ 19____ (the maturity date).

Following any default in payment, interest shall accrue at the rate of 8. % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after September 1st, 19 96 ~~(OR) there may be no prepayment of principal~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on July 1st, 19 96

* Cross Out One.