

## OFFICE OF THE CITY TREASURER Milwaukee, Wisconsin

April 11, 2019

Spencer Coggs City Treasurer

James F. Klajbor **Deputy City Treasurer** 

Margarita M. Gutierrez Special Deputy City Treasurer

Robyn L. Malone Special Deputy City Treasurer

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.: 4320128000 Address: 1328 S 8TH ST

Owner Name: JMR RENTAL PROPERTIES LLC C/O JAIME

ROSADO

Applicant/Requester: JMR RENTAL PROPERTIES LLC

C/O JAIME ROSADO 2018-2 Inrem File

Parcel: 326

Delinquent Tax Years: 2015-2018

Case: 18-CV-007366

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

The City of Milwaukee acquired this property on 1/15/2019.

JFK/em





# OFFICE OF THE CITY TREASURER

CITY HALL - RCOM 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.
- Use separate form for each property.
- 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.
- Administrative costs totaling \$1,370 must be paid by Cashler'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: 1328 5 8th street Milwaukee, WI 53206			
	TAX KEY NUMBER: 4320128000			
	NAME OF APPLICANT: Unime ROSCADON MK Kental Properties			
	MAILING ADDRESS: 2648 S Greeley 9+ #5			
	Milwanker MT 53207 144, 554-0921			
	CITY STATE ZIP CODE 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.):			
	715-717-719 W Madison Milwowkee WI 53204			
	ADDRESS ZIP CODE			
	ADDRESS ZIP CODE			
	ADDRESS ZIP CODE			
	ADDRESS ZIP CODE			
	(Use reverse side, if additional space is needed.)			
	(OSB 1848ISB Side, if additional Space is needed.)			
D.	HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE? (Documentation must be attached.)			
D.	HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE?			

RECEPTION RECEIPT	Date:	APR 112	2019 , Tim	ne: 9.2
JOHN LA FAVE Register of Deeds 901 N. 9th Street, Room 103 Milwaukee, WI 53233	Received From Cash Amt	07	Check(s) Amt \$	By:
Quantity Document Type		Copies 1st pg / Reg / CC	Recordation Issue: Name/addr Other	RETURN TO ress on Doc/Check
Fee \$30 x/ =+ (	Copy Fee(s)	+ T.Fee(s)	57 = _	87 TOTAL
Fee/Document(s) Recordal Follow instructions on lette See other side for further in	er enclosed	To be	Folder/Courier dro Receipt Requested reveiwed futher by C	
Copies/Receipts:Fw	d to C. Court	Mail	Pick-up	ROD Box #( )
Recording informa	tion will be avail	lable as soon as the docu	ment is recorded. Yo	u may call

Recording information will be available as soon as the document is recorded. You may call (414) 278-4001 at a later date to confirm recording information.

Document Number	m	State Bar of Wisconsin Form 11-2003  LAND CONTRACT  BE USED FOR NON-CONSUMER ACT TRANSACTIONS)  Document Name			
performance of this Contra	s, LLC convey ct by Putters and e of Wise S. 8th Streenhood 1/4 SE	("Vendor," whether one or more),  ("Purchaser," whether one or more)  to Purchaser, upon the prompt and full rchaser, the following real estate, together other appurtenant interests ("Property"), consin:	Recording Area  Name and Return Address  JMR Rental Properties, LLC c/o Jaime Rosado 2648 S. GREELEY ST #5 MILWAUKEE, WI 53207		
	se the Pro	perty and to pay to Vendor at <u>Closing</u>	432-0128-000  Parcel Identification Number (PIN)  This IS NOT homestead property.  (is) (is not)  This IS a purchase money mortgage.  (is) (is not)		
the sum of \$ 19,000.00		in the following manner:			
(a) \$ <u>2,500.00</u> (b) the balance of	of \$ 16,50	at the execution of this Contract; and together with intere	st from the date hereof on the balance		
outstanding from time to time at the rate of 10 % per annum until paid in full as follows:  In monthly installments of \$624.00 per month, beginning April 21, 2017, and continuing monthly until closing on October 20, 2019, at which time the remaining balance shall be zero. Purchaser agrees to complete any orders from the Department of Neighborhood Services pending on the property and Vendor will make the tax payments on the delinquent taxes. Purchaser shall make any and all payments on any pending or future taxes. Purchaser shall keep insurance on the property.					
provided the entire outstanding balance shall be paid in full on or before October 20, 2019 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.					
CHOOSE ONE OF THE FO	OLLOW	ING OPTIONS; IF NO OPTION IS CHOSE	EN, OPTION A SHALL APPLY:		
☐ A. Any amount may b	e prepaio	without premium or fee upon principal at a	ny time.		
☐ B. Any amount may b	e prepaid	without premium or fee upon principal at an	y time after		
☐ C. There may be no p	repaymei	t of principal without written permission of	Vendor.		
State Bar Form 11-Page 1		© 2003 STATE BAR OF WISCONSIN			

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY
☐ A. Purchaser agrees to pay the cost of future title evidence.
☐ B. Vendor agrees to pay the cost of future title evidence.
Purchaser shall be entitled to take possession of the Property on
Time is of the essence as to all provisions hereunder

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of Ten (10) days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of Thirty(30) days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 10 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated October 27, 2016	•	
VENDOR:	PURCHASER:	
Bradle Rozanski, Authorized Ag * LIR Investments, LLC	tent for  # MR Rental Properties, LLC	(SEAL)
	(SEAL)	(SEAL)
AUTHENTICATION Signature(s) authenticated on  * TITLE: MEMBER STATE BAR (If not, authorized by Wis. Stat. § 7	STATE OF WISCONSIN  STATE OF WISCONSIN  Personally came before me on October 37, 30, the above-named Jaime Rosado and Bradley Rozanski  to me known to be the person(s) who executed the fore	<u>.                                    </u>
THIS INSTRUMENT DRAFTED I  Michael Amrhein, Representative for 3935 N. Maryland Ave, Shorewood,	BY:  LIR Properties  Notify Public State of Wisconsin	  <u>28</u> )
` •	tures may be authenticated or acknowledged. Both are not necessary.)  D FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  STATE BAR OF WISCONSIN FORM NO. 11-	-2003
	,	
State Bar Form 11-Page 4	© 2003 STATE BAR OF WISCONSIN	

# 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 4/11/2019

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

Administrative Costs - Request for Vacation of Judgment

File Number:

2018 - 2

WholeTaxkey:

432-0128-000-

Property Address:

1328 S 8TH ST

Owner Name

JMR RENTAL PROPERTIES LLC C/ JAIME

ROSADO

JMR RENTAL PROPERTIES LLC C/ JAIME

Applicant:

**ROSADO** 

Parcel No.

326

CaseNumber:

18-CV-007366