



Spencer Coggs
City Treasurer

James F. Klajbor
Deputy City Treasurer


Margarita M. Gutierrez
Special Deputy City Treasurer

Robyn L. Malone
Special Deputy City Treasurer

OFFICE OF THE CITY TREASURER
Milwaukee, Wisconsin

January 3, 2024

To: Milwaukee Common Council
City Hall, Room 205

From:  Erika Martinez
Tax Collection and Enforcement Coordinator

Re: Request for Vacation of Inrem Judgment
Tax Key No.: 3070288000
Address: 2808 2810 N 48TH ST
Owner Name: TYLER M BROWN
Applicant/Requester: COLUMBIA SAVINGS & LOAN
2023-2 Inrem File
Parcel: 80
Delinquent Tax Years: 2016-2023
Case: 23-CV-003162

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

The City of Milwaukee acquired this property on 09/23/2023.

JFK/em





OFFICE OF THE CITY TREASURER TAX ENFORCEMENT DIVISION

CITY HALL - ROOM 103 • 200 EAST WELLS STREET • MILWAUKEE, WISCONSIN 53202
TELEPHONE: (414) 286-2260 • FAX: (414) 286-3186 • TDD: (414) 286-2025

INTERESTED PARTY'S REQUEST TO VACATE IN REM TAX FORECLOSURE JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with a black ballpoint 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 \$1,670 must be paid by Cashier's Check or cash to the City Treasurer prior to acceptance of this application.**
5. Complete boxes A, B, C, and D, sign, and date the application.
6. Forward completed application to the City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

APPLICANT INFORMATION:

A. PROPERTY ADDRESS: 2808-10 North 48th Street, Milwaukee, WI 53210

TAX KEY NUMBER: 307-028-8000

NAME OF APPLICANT: Columbia Savings & Loan Association

MAILING ADDRESS: 2020 West Fond du Lac Avenue

Milwaukee

WI

53205

414-374-0486

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS: WMartin@ColumbiaSLA.com

B. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE IN WHICH THE **FORMER OWNER** HAD AN OWNERSHIP INTEREST (If not applicable, write **NONE**):

NONE

ADDRESS

ZIP CODE

ADDRESS

ZIP CODE

ADDRESS

ZIP CODE

ADDRESS

ZIP CODE

ADDRESS

ZIP CODE

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

C. HAS WRITTEN CONSENT BEEN GIVEN TO THE APPLICANT BY THE FORMER OWNER TO REQUEST VACATION OF THE CITY'S IN REM TAX FORECLOSURE JUDGMENT?

YES ☐ Attach documentation. **Go to Section G.**

NO ☒ **You must complete Sections D, E, and F.**

D. WHAT EFFORTS WERE UNDERTAKEN BY THE APPLICANT TO SECURE THE WRITTEN CONSENT OF THE FORMER OWNER TO APPLY FOR THE VACATION OF THE CITY'S IN REM TAX FORECLOSURE JUDGMENT?

Columbia Savings & Loan Association holds a mortgage on the property at 2808-10 North 48th Street, Milwaukee, and learned of the former owner's loss of the tax foreclosure while reviewing tax bills.

Given the deadline to submit this Request to Vacate In Rem Tax Foreclosure Judgment, Columbia did not have sufficient time to obtain the former owner's written consent. The former owner assured the bank he had made payment arrangements with the City of Milwaukee. Columbia did not receive any notification from the City of Milwaukee, which has been located at 2020 West Fond du Lac Avenue, Milwaukee, since 2008. Columbia is seeking the property to protect its financial interest in the property.

E. WHY WAS THE APPLICANT UNABLE TO SECURE THE REQUIRED WRITTEN CONSENT OF THE FORMER OWNER PRIOR TO APPLYING FOR THE VACATION OF THE CITY'S IN REM TAX FORECLOSURE JUDGMENT?

As mentioned in Section D, Columbia Savings & Loan Association was unable to obtain the written consent within the deadline to submit this Request to Vacate, having just learned of the tax foreclosure.

To the extent that Columbia Savings & Loan Association has been in contact with the former owner, the bank was assured the former owner had made payment arrangements with the City of Milwaukee to resolve the outstanding property tax arrearage. Having not received any notification from the City of Milwaukee's impending tax foreclosure, Columbia is moving with all deliberate speed to submit this Request to Vacate to protect its financial interests.

F. WHY IS IT IN THE BEST INTEREST OF THE CITY TO WAIVE THE REQUIREMENT THAT THE WRITTEN CONSENT OF THE FORMER OWNER BE ACQUIRED BY THE APPLICANT IN ORDER TO APPLY FOR THE VACATION OF THE CITY'S IN REM TAX FORECLOSURE JUDGMENT? IN RESPONDING TO THIS QUESTION, PLEASE EXPLAIN YOUR PLANS FOR THE PROPERTY, INCLUDING YOUR PLANS FOR ITS MAINTENANCE, REUSE, OR DISPOSITION.

As a federally regulated financial institution, Columbia Savings & Loan Association is obligated to sell the property, ensure the payment of real estate taxes and municipal fees, and obtain payment of the outstanding mortgage. Columbia is prepared to move swiftly in accomplishing these tasks and making certain the City of Milwaukee is paid in full. Having Columbia take responsibility for the property and its disposition actually will save the City of Milwaukee the administrative burden and associated costs. Furthermore, because Columbia is a financial institution, it has the ability to finance a new buyer and can provide down payment assistance of up to \$10,000, further speeding the process.

G. IS THE PROPERTY LISTED IN SECTION "A" CURRENTLY VACANT? YES ☐ NO ☒

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

YES ☒ NO ☐

I. IS THE APPLICATION COMPLETE AND HAS THE REQUIRED SUPPORTING DOCUMENTATION BEEN PROVIDED?

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: 

DATE: December 26, 2023

APPLICANT'S NAME: William Martin, on behalf of Columbia Savings & Loan Association

APPLICANT'S TITLE: Executive Vice President, Columbia Savings & Loan Association

Ref: K:\TAX ENFORCEMENT DIVISION\TAX ENFORCEMENT FOLDERS\INREM\Masters\ApplicationForVacationOfJudgment-InterestedParty2020-08-13.doc

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	550.00
	1913 City Clerk Costs	200.00
	1914 City Attorney Costs	500.00
	1916 DNS Costs	200.00
	Grand Total	1,670.00

Date 1/3/2024

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2023 - 2
WholeTaxkey: 307-0288-000-
Property Address: 2808 2810 N 48TH ST
Owner Name TYLER M BROWN

Applicant: COLUMBIA SAVINGS & LOAN

Parcel No. 80
CaseNumber: 23-CV-003162

MORTGAGE ASSUMPTION AGREEMENT

THIS MORTGAGE ASSUMPTION AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this 25th day of December, 2022, by and between Columbia Savings & Loan Assn., of Milwaukee, WI (hereinafter referred to as the "Lender") and Daniel J. Trotter, of _____ (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS Lender is the holder and owner of the following documents (hereinafter sometimes collectively referred to as the "Loan Documents"):

1. Mortgage Note dated January 25, 2005, in the original principal face amount of 59,000.00 DOLLARS (\$59,000.00) executed and delivered by Tyler M Brown (Hereinafter referred to as the "Original Borrower") in favor of Lender (hereinafter referred to as the "Note"); and, Columbia Savings & Loan Assn.

2. Mortgage given by Original Borrower as "Mortgagor" to Lender as "Mortgagee" dated Tyler M Brown, which Mortgage is recorded on the Public Records of Milwaukee County, Doc # 08958085 at O.R. Book _____, Page _____ (hereinafter referred to as the "Mortgage"), and which Mortgage encumbers the real property as described therein; and,

WHEREAS the Original Borrower is desirous of conveying the property encumbered by the Mortgage, (hereinafter referred to as the "Property") to Borrower; and,

WHEREAS, the Borrower desires to receive said Property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Mortgage Note, the Mortgage and all other Loan Documents as partial consideration for its purchase of the Property and as consideration for the Lender's willingness to consent to the sale of the Property which is encumbered by the Loan Documents; and,

WHEREAS the Mortgage expressly prohibits the conveyance of the Property without the express written consent of the Lender; and,

WHEREAS the Lender is unwilling to give its consent to the transfer of the Property to the Borrower unless the Borrower shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Borrower.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and in consideration of the Premises and of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assumption. Borrower expressly assumes the Loan Documents and agrees to perform all covenants, conditions, duties, and obligations contained therein and agrees to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

2. Consent to Conveyance. Lender hereby consents to the transfer of the Property to the Borrower, but the Lender expressly reserves the right to withhold its consent to any future sale or

transfer of the Property, as provided for in the Mortgage.

3. Warranties and Representations. Borrower affirms, warrants, represents, and covenants that Borrower has no defenses nor rights of set-off against Lender or against the payment, collection or enforcement of the indebtedness evidenced by the Note, secured by the Mortgage, and owed to Lender. Borrower further warrants and represents as follows:

a. Borrower has done no acts nor omitted to do any act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note or any other Loan Documents.

b. Borrower is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement, the performance of each and every covenant hereunder or under the Mortgage, Note or any other Loan Documents.

c. No action has been brought or threatened which would in any way interfere with the right of Borrower to execute this Agreement and perform all of Borrower's obligations contained herein, in the Note, in the Mortgage, or in any other Loan Document.

d. All financial statements of Borrower and Guarantors, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect Borrower's or Guarantors', if any, ability to repay the indebtedness evidenced by the Note and secured by the Mortgage;

e. Borrower is duly formed, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to consummate the transactions contemplated under this Agreement.

4. Acknowledgements. Borrower acknowledges that:

a. The Loan Documents are in full force and effect; and,

b. The principal balance of the loan as represented by the aforesaid Note as of the date of this Agreement is 51,824.21 DOLLARS (\$ 51,824.21) and principal and interest are unconditionally due and owing to the Lender as provided in the Note.

5. Costs. Borrower shall pay all costs of the assumption made hereby, to include without limitation, attorneys' fees and recording costs, as well as the cost of an endorsement to Lender's title insurance policy insuring the lien of the Mortgage after the recording of this Agreement. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Lender's consent to the transfer of the Property to Borrower. In the event that it is determined that additional costs relating to this transaction are due, Borrower agrees to pay such costs immediately upon demand.

6. Assumption Fee. In consideration of Lender's consenting to the conveyance of the Property to the Borrower, Lender is entitled to, and has earned, an assumption fee in the amount of ____ percent (____%) of the original principal face amount of the indebtedness evidenced by the Note. Said fee shall be due and payable upon the execution and delivery of this Agreement. Borrower hereby agrees and acknowledges that said fee is being charged solely for costs relating to the assumption of the Mortgage and not as interest for the forbearance or use of money.

7. Recordation. The recording of this Agreement on the Public Records shall evidence

the closing of the transaction described herein.

8. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

9. Governing Law. This Agreement shall be governed, interpreted, and construed by, through and under the laws of the State of Wisconsin.

10. Time of the Essence. Time is of the essence of this Agreement.

11. Attorneys' Fees. All costs incurred by Lender in enforcing this Agreement and in collection of sums due Lender from Borrower, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by Borrower.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

As to Lender this 15 day of December, 2022.

"LENDER"

WITNESSES:

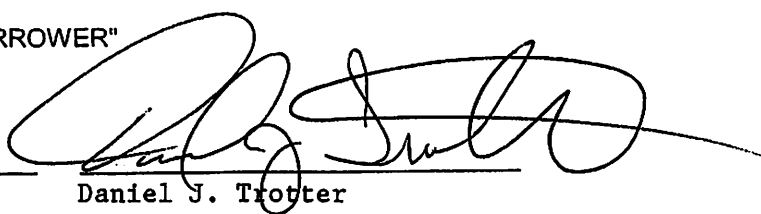
Linda Kern Columbia Savings & Loan Association

As to Borrower this (15th) day of December, 2022.

"BORROWER"

WITNESSES:

Linda Kern


Daniel J. Trotter

STATE OF Wisconsin)

)

COUNTY OF Milwaukee)

THE FOREGOING instrument was acknowledged before me this (15) day of December, 2022, by Daniel J. Trotter.


Linda Kern

Notary Public

My Commission Expires: 11/20/2024

