



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

April 11, 2019

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



RECEPTION RECEIPT

Date: APR 11 2019 Time: 9:25

Received From: Jaine Kosado By: RKL

JOHN LA FAVE
Register of Deeds
901 N. 9th Street, Room 103
Milwaukee, WI 53233

Cash Amt \$ 87 Check(s) Amt \$ _____

Phone # 414-554-092

Quantity	Document Type	Copies
<u>1</u>	<u>LC</u>	1st pg / Reg / CC
_____	_____	1st pg / Reg / CC
_____	_____	1st pg / Reg / CC
_____	_____	1st pg / Reg / CC

Recordation Issue:	RETURN TO
<input checked="" type="checkbox"/>	Name/address on Doc/Check
<input type="checkbox"/>	Other
_____	_____
_____	_____

Fee \$30 x 1 = 30 + Copy Fee(s) — + T.Fee(s) 57 = 87 TOTAL

<u>k</u> Fee/Document(s) Recordable per WI Stats	_____ Folder/Courier drop off & Pick up
_____ Follow instructions on letter enclosed	_____ Receipt Requested (PPD ENV)
_____ See other side for further instructions	_____ To be received futher by Chief Deputy/Corp Counsel

Copies/Receipts: _____ Fwd to C. Court _____ Mail _____ Pick-up _____ ROD Box #(_____)

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.

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between LIR Properties, LLC

("Vendor," whether one or more),
and JMR Rental Properties, LLC

("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 real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Milwaukee County, State of Wisconsin:

Common address of 1328 S. 8th Street with legal description of Plat Page 432-08 Neighborhood 4040 Walker's Point Add'n in SW 1/4 SEC 32-7-22 Block 6 S 35' Of N 70' Lot 1

Recording Area

Name and Return Address

JMR Rental Properties, LLC
c/o Jaime Rosado
2648 S. GREELEY ST #5
MILWAUKEE, WI 53207

432-0128-000

Parcel Identification Number (PIN)

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

This IS a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at Closing

the sum of \$ 19,000.00 in the following manner:

- (a) \$ 2,500.00 at the execution of this Contract; and
- (b) the balance of \$ 16,500.00, together with interest 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 FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.

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.

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 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

Applicant: JMR RENTAL PROPERTIES LLC C/ JAIME ROSADO
Parcel No. 326
CaseNumber: 18-CV-007366