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RECEIVED

FEB 10 2021

CLERK OF COURT OF APPEALS
OF WISCONSIN

**STATE OF WISCONSIN
COURT OF APPEALS
DISTRICT 2**

Appeal No2020AP556

Walworth County Case

Case No: 2019-CV-000164

U.S. Bank Trust National Association,
Plaintiff-Respondent,

v.

Karen A. Felt, Richard K. Felt, Curtis Ambulance Service,
The United States of America c/o US Attorney and The
United States of America c/o US Attorney General,

Defendants,

Christopher Stoller,

Appellant.

**ON APPEAL FROM THE CIRCUIT COURT FOR WALWORTH COUNTY
THE HONORABLE DANIEL S. JOHNSON**

**APPENDIX INDEX TO OPENING BRIEF OF CHRISTOPHER STOLLER
ASSIGNEE/APPELLANT**

ORAL ARGUMENT REQUESTED

Christopher Stoller, ED Pro Se
P.O Box 60645
Chicago, Illinois 60640
Phone (773) 746-3163
Email Cns40@hotmail.com

APPENDIX INDEX

APPENDIX A DOCKET SHEET

APPENDIX 1 Notice of Appeal

APPENDIX 2 Notice of Appeal

APPENDIX 3 Assignment of Claims

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APPENDIX 5 Quit Claim Deed, Assignment of Property

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APPENDIX 13 Recorders Documents

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Communications**

APPENDIX 15 Christopher Stoller Appearance

11/13/2020

2019CV000164 Case Details in Walworth County

Walworth County Case Number 2019CV000164 U.S. Bank Trust National Association vs. Karen Felt et al

Case summary

Filing date 03-14-2019	Case type Civil	Case status Closed - Appeal
Class code description Foreclosure of Mortgage	Responsible official Johnson, Daniel S.	Branch ID 2

Party summary

Party type	Party name	Party status
Defendant	Felt, Karen	
Plaintiff	U.S. Bank Trust National Association	
Defendant	Felt, Richard	
Defendant	Curtis Ambulance Service	
Defendant	The United States of America	
Defendant	The United States of America	

Civil Judgment(s)

Type	Debtor name	Multiple debtors	Amount	Satisfaction	Judgment status	Date
Foreclosure	Felt, Karen	Yes				

Parties

Defendant: Felt, Karen

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 03-14-2019)
N3030 Marshall Ln, Lake Geneva, WI 53147-3553 US

Also known as

Name	Type	Date of birth
Felt, Karen A.	Also known as	

11/13/2020

2019CV000164 Case Details in Walworth County

Plaintiff: U.S. Bank Trust National Association

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 03-14-2019)

3217 S. Decker Lake Dr., c/o Select Portfolio Serv, Inc, Salt Lake City, UT 84119 US

Attorneys

Attorney name	Guardian ad litem	Entered	Withdrawn
Foshag, William Nicholas	No	03-14-2019	
Stedman, Emily Logan	No	07-20-2020	10-27-2020

Defendant: Felt, Richard

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 03-14-2019)

N3030 Marshall Ln, Lake Geneva, WI 53147-3553 US

Also known as

Name	Type	Date of birth
Felt, Richard K.	Also known as	

Defendant: Curtis Ambulance Service

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 03-14-2019)

2266 N Prospect Ave Ste 440, Milwaukee, WI 53202-6329 US

Defendant: The United States of America

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 03-14-2019)

517 East Wisconsin Avenue, c/o US Attorney, Milwaukee, WI 53202 US

Attorneys

Attorney name	Guardian ad litem	Entered
Knepel, Susan M.	No	05-06-2019

11/13/2020

2019CV000164 Case Details in Walworth County

Defendant: The United States of America**Date of birth****Sex****Race****Address (last updated 03-14-2019)**

950 Pennsylvania Ave NW, Rm B-103, c/o US Attorney General, Washington, DC 20530-0001 US

Court record

Date	Event	Court official	Court reporter	Amount
10-27-2020	Notice			
	Additional text:			
	Notice of Withdrawal for Emily L. Stedman			
10-27-2020	Electronic Notice Update			
10-08-2020	Order of Court of Appeals			
	Additional text:			
	IT IS ORDERED that the time for the appellant to file his appellant's brief is extended to November 16, 2020. See WIS. STAT. RULE 809.82(2)(a).			
09-03-2020	Verification from Court of Appeals			
	Additional text:			
	Notification of Filing of Circuit Court Record - The Record			
08-25-2020	Transmittal of record to court of appeals			
	Additional text:			
	Appeals Document Index: 2020AP000556 sent to Court of Appeals by: Margo Smith			
08-25-2020	Transmittal of record to court of appeals			
	Additional text:			
	Clerk's Certificate			
08-06-2020	Notice of compilation of record			
08-06-2020	Statement on transcript			
08-06-2020	Certificate of mailing			
	Additional text:			
	As to: The attached parties on this case on August 4, 2020 (Statement on Transcript)			
07-31-2020	Order of Court of Appeals			
07-20-2020	Notice of Appearance			
	Additional text:			
	Atty Emily Stedman for U.S. Bank Trust National Association (PL)			
07-20-2020	Electronic Notice Update			

11/13/2020

2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
06-12-2020	Index			
	Additional text:			
	Appeals Document Index saved for: 2020AP000556 by: Margo Smith			
06-12-2020	Notice of compilation of record			
06-11-2020	Order of Court of Appeals			
	Additional text:			
	IT IS ORDERED that the appellant shall file a statement on transcript no later than July 8, 2020. See WIS. STAT. RULE 809.82(2)(a).			
06-03-2020	Verification from Court of Appeals			
	Additional text:			
	Notice of Additional/Amended (Other) Appeal and Circuit Court Record			
05-28-2020	Notice of appeal transmittal			
05-28-2020	Received documents			
05-28-2020	Notice of appeal			
05-12-2020	Transcript			
	Additional text:			
	Transcript of April 13, 2020 Confirmation of Sale. Rhonda Boss court reporter			
04-21-2020	Transcript			
	Additional text:			
	TRANSCRIPT - Hearing held 3-3-20 Court reporter - Rhonda Boss			
04-16-2020	Order confirming sale	Johnson, Daniel S.		
04-13-2020	Order of Court of Appeals			
	Additional text:			
	IT IS ORDERED court grants permission to proceed without filing fee. Only for COA			
04-13-2020	Confirmation of sale	Johnson, Daniel S.	Boss, Rhonda	

11/13/2020

2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
	<p>Additional text:</p> <p>**Transcript Filed 5/12/2020**</p> <p>Attorney William Nicholas Foshag appeared by phone means for Plaintiff U.S. Bank Trust National Association. Christopher Stoller appeared via phone means. Court in session @ 8:56 a.m. Appearances made. Matter before the Court for hearing on PL motion for confirmation of sale.</p> <p>8:57 a.m. - Record by Atty. Foshag as to Sheriff's Sale, judgment, bid, fair value, waiver of deficiency, and request for confirmation of sale. Further record as to WRIT of Assistance but based upon Federal and State moratorium, no action will be taken as far as WRIT until after these are lifted. Further record as to documents received by Mr. Stoller as to lack of notice and improper exparte communication, and Plaintiff's position that Mr. Stoller is not a party to this action as motion to intervene as party was denied.</p> <p>9:00 a.m. - Response/record by Atty. Stoller as to his filing of appeal and his position that the Court does not have jurisdiction in this matter.</p> <p>9:04 a.m. - Record by the Court in response to each of the arguments by Mr. Stoller. Further record as to the sale and fair value. Based upon the Court's record/response sale of property is confirmed. Court finds plaintiff is entitled to a WRIT, but due to COVID 19 orders, will not issue a WRIT at this time.</p> <p>9:08 a.m. - Nothing further by Atty. Foshag. Response by Mr. Stoller who advises the Judge to review the disciplinary action that can be taken against him for his ruling today, and advises him of his intent to report and cautions the Court as to the exparte communication that the Court reviewed with no notice/inclusion of Mr. Stoller.</p> <p>9:11 a.m. - Response by the Court who informs Mr. Stoller that he is not a party in this case and denies the rest of his requests. Mr. Stoller asks for relief under 304. Response by the Court who finds that the motion was untimely and reiterates that he is not a party to this action and will not do anything further regarding his requests. Court in recess @ 9:13 a.m.</p>			
04-13-2020	Response/reply			
	<p>Additional text:</p> <p>Notice of Filing Defendants Response to Plaintiff's Motion for Conformation of Sale and Cross Motion for Direct Civil Contempt and Request for Hearing Before Another Judge</p>			
04-03-2020	Verification from Court of Appeals			
	<p>Additional text:</p> <p>Notice of Appeal and Circuit Court Record has been received by COA</p>			
03-31-2020	Notes			
	<p>Additional text:</p> <p>Pursuant to the Wisconsin Supreme Court's Order issued March 22, 2020, the 04-13-2020 hearing in this matter is being held via video and/or telephone conferencing. If a member of the public wishes to attend this hearing, they must call 262-741-7012 for information.</p>			
03-23-2020	Notice of appeal transmittal			
03-23-2020	Notice of appeal			

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2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
03-17-2020	Proposed Order	Johnson, Daniel S.		
03-17-2020	Affidavit in support of motion Additional text: to Confirm			
03-17-2020	Certificate of mailing Additional text: as to Karen Felt a/k/a Karen A Felt, Richard Felg a/k/a Richard K Felt and Suan Knepel on 3/17/2020 ("all documents delivered to the court by cover letter dated 3/17/2020")			
03-17-2020	Letters/correspondence Additional text: Letter dated 3/17/2020 from Gray & Assoc re; pordr, not, com			
03-17-2020	Notice of motion, motion Additional text: for Confirmation of Sheriff's Sale			
03-10-2020	Certificate of mailing Additional text: As to: Karen & Richard Felt and Curtis Ambulance Service on March 10, 2020 (Notice of Entry of Order)			
03-10-2020	Notice Additional text: Notice of Entry of Order			
03-10-2020	Letters/correspondence Additional text: Letter dated 3/10/2020 from Atty William N. Foshag re: Notice of Entry of Order			
03-06-2020	Received documents Additional text: Sheriff's Deed received and stored in the Clerk of Court's Office.			
03-06-2020	Proof of publication Additional text: Elkhorn Independent Jan 30, 2020, Feb 6, 2020, & Feb 13, 2020 Notice of Foreclosure Sale			
03-06-2020	Sheriff's report of sale			
03-04-2020	Order	Johnson, Daniel S.		

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2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
	Additional text: Order Denying Motion to Intervene			
03-03-2020	Prop. amended order Additional text: Amended Order for denial of Motion to Intervene			
03-03-2020	Proposed Order Additional text: Order for Denial of Motion to Intervene			
03-03-2020	Letters/correspondence Additional text: Letter dated 3/3/2020 from Atty William N. Foshag re: Intervention of Foreclosure Sale			
03-03-2020	Hearing Additional text: Attorney William Nicholas Foshag appeared by phone means for Plaintiff U.S. Bank Trust National Association. Christopher Stoller present in court. Court in session @ 10:00 a.m. Appearances amde. Matter before the Court for hearing on documents filed by Mr. Stoller regarding sale of property scheduled for March 5th and motion to reopen. 10:05 a.m. - Record by Atty. Foshag as to the Plaintiff's position and objection to the documents filed by Mr. Stoller. 10:07 a.m. - Response by the Court who addresss Atty. Stoller who makes a record as to his position and documents filed. Response by the Court. Further record by Mr. Stoller in responds to Court's record/questions. 10:14 a.m. - Response by Atty. Foshag to Mr. Stoller's record. 10:15 a.m. - Record by the Court as to history of case, proper service, lack of joinder, lack of answer, default judgment, redemption period, lack of defendants to redeem the property, Sheriff's sale set for March 5th. Further record as to documents filed by Mr. Stoller. Based upon Court's record, motion to reopen and motion to stay pending appeal are denied. Atty. Foshag to submit order as prevailing party. 10:24 a.m. - Response by Mr. Stoller to Court's record. Court in recess @ 10:24	Johnson, Daniel S.	Boss, Rhonda	
02-28-2020	Notice Additional text: Notice of Filing Appearance of Christopher Stoller			
02-28-2020	Motion Additional text: 808.075 Motion to Stay Pending Appeal			

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2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
02-28-2020	Notice			
	Additional text:			
	Notice of Filing 808.075 Motion to Stay Pending Appeal			
02-28-2020	Motion			
	Additional text:			
	Motion to Vacate Sheriff's Sale & 806.07 Motion for Relief from Judgment			
02-28-2020	Notice			
	Additional text:			
	Notice of Filing Motion to Vacate Sheriff's Sale and 806.07 Motion for Relief from Judgment			
01-21-2020	Other papers			
	Additional text:			
	Certificate-Posting of Notice. Notice of Foreclosure Sale on March 5, 2020 at 10:00am			
07-23-2019	Judgment after motion	Johnson, Daniel S.		
07-23-2019	Findings of facts/conclusions of law w/ judgment	Johnson, Daniel S.		
07-22-2019	Motion hearing	Johnson, Daniel S.	Boss, Rhonda	
	Additional text:			
	No record made. Plaintiff by Affidavit. Defendant(s) did not appear. Court grants motion for default judgment of foreclosure. No deficiency being sought, 6 month redemption period.			
06-06-2019	Proposed Order	Johnson, Daniel S.		
06-06-2019	Affidavit of default			
06-06-2019	Certificate of mailing			
	Additional text:			
	as to Karen Felt and Richard Felt on June 6, 2019 (NM)			
06-06-2019	Received documents			
	Additional text:			
	letter dated 6/6/19 from Gray & Assoc for AOD, DNMS, NM, PORDR, LP			
06-06-2019	Declaration of nonmilitary service			
	Additional text:			
	as to Richard Felt, Felt, Felt, and Karen Felt			
06-06-2019	Lis pendens			
	Additional text:			
	Parcel Identification Number J G 2600017			

11/13/2020

2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
06-06-2019	Notice of motion, motion Additional text: for Default Judgment			
05-06-2019	Notice Additional text: of Entitlement to Surplus			
05-06-2019	Electronic Notice Update			
05-06-2019	eFiled Document Fee Paid Additional text: Assessment Number: 19S 006530, Amount: \$20.00			\$20.00
05-06-2019	Notice of retainer Additional text: atty Susan Knepel for the United States of America			
05-06-2019	Responsible court official changed	Johnson, Daniel S.		
04-11-2019	Received documents Additional text: letter dated 4/11/19 From Gray & Assoc for COM			
04-11-2019	Certificate of mailing Additional text: as to the United States of America US Attorney General			
04-11-2019	Affidavit of service Additional text: as to Curtis Ambulance Service by serving Jessica Wolf on March 20, 2019 (s&c)			
04-11-2019	Affidavit of service Additional text: as to The United States of America by serving Alicia Arnell on March 20, 2019 (s&c)			
04-11-2019	Affidavit of service Additional text: as to Richard Felt on April 5, 2019 (s&c)			
04-11-2019	Affidavit of substitute service Additional text: as to Karen Felt by serving Richard Felt on April 5, 2019 (s&c)			

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2019CV000164 Case Details in Walworth County

Date	Event	Court official	Court reporter	Amount
03-14-2019	Exhibit Additional text: Exhibit to Complaint - loan modification			
03-14-2019	Exhibit Additional text: Exhibit to Complaint - note			
03-14-2019	Exhibit Additional text: Exhibit to Complaint - mortgage			
03-14-2019	Exhibit Additional text: Exhibit to Complaint - lien report			
03-14-2019	Exhibit Additional text: Exhibit to Complaint - loan modification			
03-14-2019	Filing fee paid Additional text: Adjustment Number: 19A 090005, Payable Number: 229220, Receipt Number: 19R 005838, Amount: \$285.50			\$285.50
03-14-2019	Case initiated by electronic filing			
03-14-2019	Summons and complaint			

Civil judgment details

Foreclosure

County Walworth	Case number 2019CV000164	Caption U.S. Bank Trust National Association vs. Karen Felt et al
Judgment/lien date 07-23-2019	Total amount	Type of tax
Warrant number	Date and time docketed	Service/event date

Property/remarks

JUDGMENT OF FORECLOSURE AS TO: That the mortgaged premises consists of property with a residential structure located thereon more particularly described in the mortgage attached to the complaint as Exhibit B That no deficiency judgment may be obtained against any defendant Redemption period granted by this court: six months

11/13/2020

2019CV000164 Case Details in Walworth County

Judgment parties

Party type	Name	Dismissed	Status	Address	Attorney name
Creditor	U.S. Bank Trust National Association	No	Active	US	Foshag, William Nicholas
Debtor	Karen Felt	No	Active	US	
Debtor	Richard Felt	No	Active	US	

APPENDIX 10 Assignment of the Mortgage

APPENDIX 11 Modification

APPENDIX 12 See Appendix 10

APPENDIX 13 Recorders Documents

**APPENDIX 14 Motion Ex parte
Communications**

APPENDIX 15 Christopher Stoller Appearance

APPENDIX A DOCKET SHEET

APPENDIX 1

Notice of Appeal

20AP556

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

TRANSMITTAL OF NOTICE OF APPEAL

U.S. Bank Trust National Association et al
Plaintiff - Appellee,

v.

Circuit Court Case No. 19CV164

Christopher Stoller, assignee et al.,

FILED

Defendant - Appellant.

MAR 28 2020

TO: Clerk of Court of Appeals
P.O. Box 1688
Madison, WI 53701-1688

FILED

CLERK OF COURT
WALWORTH COUNTY
MARGO GRABNER

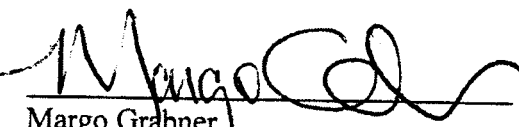
MAR 27 2020

CLERK OF COURT OF APPEALS
OF WISCONSIN

I hereby transmit a copy of the Notice of Appeal filed herein on March 23, 2020, Order, Findings of Fact, Conclusions of Law and Judgment and a copy of the trial court record (docket entries) of the above-entitled case as maintained pursuant to sec. 59.40(2)(b) or (c), Stats. The docketing fee is not enclosed.

Date: March 23, 2020

Submitted,

By: 

Margo Grabner
Deputy Clerk of Court
Walworth County Circuit Court
PO Box 1001, Elkhorn, WI 53121
(262) 741-7025

Cc: Attorney's eFiled
Christopher Stoller - USPS

FILED

For Official Use **27 2020**

CLERK OF COURT OF APPEALS OF WISCONSIN

FILED

MAR 23 2020

**COURT OF APPEALS
WISCONSIN COUNTY**

STATE OF WISCONSIN, CIRCUIT COURT, WALWORTH COUNTY

U.S. Bank Trust National Association et al.,)

(party designation) Plaintiff/Appellee)

-vs-

Christopher Stoller, assignee et al.,)

(party designation) Defendant/Appellant)

Notice of Appeal

Case No. 19-CV-000164

164

Notice is hereby given that (name of party filing appeal) Christopher Stoller appeals to the Court of Appeals, District 2, from [choose one] the whole a part of the final judgment or order, entered on (date) 3-4-20 & 7-23-19 in the circuit court for Walworth County, the Honorable (name of Judge) Daniel S. Johnson, presiding, in favor of (name of party opposing appeal) U.S. Bank Trust Association et al, and against (name of party filing appeal) Christopher Stoller, wherein the court (describe judgment or order) Denying a Motion to Intervene. Motion to reopen 7-23-19 default Judgment, denial of the Sheriff's Sale pending appeal

NOTE: If this is an appeal under §809.30 or §809.32, also include the following (see §809.10(1)):


- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record.
- If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s).
- If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This [choose one] is is not an appeal within Wisconsin Statutes §752.31(2).

This [choose one] is is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: 03-20-20

Signature of Filing Attorney or Party 	Telephone Number 773-746-3163
Name Printed or Typed Christopher Stoller	State Bar Number (if applicable)
Address P.O. Box 60645 Chicago, Illinois 60660 email cns40@gmail.com	

This completed form must be *filed* with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

1. the Clerk of the Court of Appeals;
2. opposing counsel; and
3. any other party.

FILED
03-04-2020
Walworth County
Clerk of Circuit Court
2019CV000164

DATE SIGNED: March 4, 2020

Electronically signed by Daniel S. Johnson
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

U.S. Bank Trust National Association,

Plaintiff,

Case No: 19-CV-164

v.

Karen Felt, et. al.,

Defendants.

ORDER

WHEREAS, the above matter came on for a hearing on March 3, 2020, the plaintiff having appeared through their counsel, Gray & Associates, LLP by William N. Foshag, and an interested party, Christopher Stoller, having appeared pro se, and;

WHEREAS, the interested party, Christopher Stoller, filed several items on February 28, 2020 which would appear to be a motion to intervene in this action under *Wis. Stat. § 803.09*, a motion to reopen the July 23, 2019 default judgment entered in this case under *Wis. Stat. § 806.07*, and a motion to stay the March 5, 2020 sheriff's sale pending appeal under *Wis. Stat. §808.075*,

IT IS HEREBY ORDERED that for those reasons as stated on the record, the entirety of the February 28, 2020 filings and motions of the interested party, Christopher Stoller, are DENIED.

FILED
07-23-2019
Walworth County
Clerk of Circuit Court
2019CV000164

DATE SIGNED: July 22, 2019

Electronically signed by Daniel S. Johnson
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS1

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

Plaintiff,

vs.

Case No. 19-CV-000164

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a Richard K. Felt, Curtis Ambulance Service and The United States of America, Department of Treasury Internal Revenue Service

Defendants.

The summons and complaint in this action having been duly served upon the defendants in the manner provided by law, due proof thereof being on file, and the defendant(s) being wholly in default as shown by the affidavit of no answer on file herein, and

Due notice of the pendency of this action having been filed in the office of the Register of Deeds for this county more than twenty days prior to this date; and upon the application of the plaintiff, through its counsel, Gray & Associates, L.L.P., and

The court having examined the affidavit of default filed herein in support of the plaintiff's application for judgment, and having determined that all material allegations of the complaint on file herein are true, and

It further appearing that the mortgaged premises consists of real property with a residential structure thereon being twenty (20) acres or less and that the said premises cannot be sold in parcels without injury to the interest of the parties, and

It further appearing that no defendant is in the military service or active state service and that no defendant has been adjudicated an incompetent, nor is an infant or under guardianship:

Case No. 19-CV-000164

NOW THEREFORE, on motion of Gray & Associates, L.L.P., attorneys for the plaintiff,

IT IS BY THE COURT FOUND, DETERMINED AND ADJUDGED:

1. That all of the material allegations of the plaintiff's complaint are proven and true.
2. That the following amounts are due to the plaintiff under the terms of the note and mortgage:

Unpaid Principal Balance	\$373,630.60
Interest from 8/1/18 to 6/30/19 @ 2%	6,771.75
Credits / Suspense	(0.20)
BPO /Appraisal	178.00
Property Inspection Fees	60.00
Insurance Advance	915.05
Tax Advance	5,106.36
Deferred Principal Balance	94,249.11
Title	325.00
Total	<u>\$481,235.67</u>

3. That all sums hereafter advanced by the plaintiff for insurance, necessary repairs, post judgment attorneys fees and costs, preservation expenses and taxes not included in the judgment may be added to the judgment by order at any time after the entry thereof and before confirmation of sale upon the petition of the plaintiff's attorney without notice.
4. That the mortgaged premises is owner occupied.
5. That the mortgaged premises consists of property with a residential structure located thereon more particularly described in the mortgage attached to the complaint as Exhibit B. The legal description appearing on said exhibit is incorporated herein by reference.
6. That the mortgaged premises cannot be sold in parcels without injury to the interests of the parties and unless sooner redeemed, the plaintiff may elect to have the premises sold at public auction under the direction of the sheriff, at any time after **six month(s)** from the date of entry of judgment. That if the purchaser at said auction is a party or person other than the plaintiff or its assignee, then the sheriff shall require that ten percent (10%) of the purchaser's bid be paid at the sale in cash, cashier's check or certified funds. The balance due upon confirmation of the sale shall be paid to the clerk of courts by cash, cashier's check or certified funds. That after deducting the fees and expenses of sale, the proceeds of sale shall first

be applied to the amounts due plaintiff, together with interest at the rate provided in the mortgage note and that the surplus, if any, shall be subject to the further order of this court.

7. That in the event the State of Wisconsin Department of Veterans Affairs is or should become a party to this action, notice of the sheriff's sale shall be given by certified mail, return receipt requested, to the department at Madison, Wisconsin, at least three weeks prior to the date of sale.

8. That following the sale of the mortgaged premises as authorized herein and upon the court's confirmation of said sale, the defendants and all persons claiming an interest in said premises subsequent to the filing of the lis pendens herein shall be forever barred and foreclosed of all right, title, interest, claim, lien or equity of redemption in and to said premises and any part, parcel or portion thereof.

9. That the owner(s) remain entitled to possession of the mortgaged premises and are entitled to all rents, issues and profits therefrom to the date of confirmation of sale.

10. That leave is hereby granted to the plaintiff to add defendants herein pursuant to section 846.09, Wis. Stats.

11. That after the sheriff's sale, the sheriff shall make due report thereof to the court, and the purchaser shall be let into possession of the premises upon confirmation of the sheriff's sale and all parties to this action or other persons acquiring possession after the date the lis pendens was recorded shall deliver possession to said purchaser.

12. THAT NO DEFICIENCY JUDGMENT MAY BE OBTAINED AGAINST ANY DEFENDANT.

13. That all parties and all persons claiming under them are enjoined from committing waste upon the premises.

14. That in the event the United States is a party to this action, it shall have the post-sale redemption rights specified by 28 U.S.C. 2410(c).

15. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded.

STATEMENT OF INDEBTEDNESS

Unpaid Principal Balance	\$373,630.60
Interest from 8/1/18 to 6/30/19 @ 2%	6,771.75
Credits / Suspense	(0.20)
BPO /Appraisal	178.00
Property Inspection Fees	60.00
Insurance Advance	915.05
Tax Advance	5,106.36
Deferred Principal Balance	94,249.11
Title	325.00
TOTAL	<u>\$481,235.67</u>

Redemption period granted by this court: **six months.**

This is a final judgment for the purpose of appeal.

Case 2020AP000556
WALWORTH COUNTY-64
CIRCUIT COURT

Transmittal of Notice of Appeal & Court Record

Civil Court Record - Selected
Civil

Filed 03-27-2020

Page 8 of 11
03-24-2020
10:28 am

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.
Daniel S. Johnson

Case Number
2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Filing Date/C.O.	Disposition Date/C.O.	Disposition	Next Action
03-14-2019 Daniel S. Johnson	07-23-2019 Daniel S. Johnson	Judgment after motion	04-13-2020 08:30 am Confirmation of sale

Party Type	Name	Address	City	St	Zip	Attorney	Status
Defendant	Karen Felt AKA Karen A. Felt	N3030 Marshall Ln	Lake Geneva	WI	53147-3553		AC
Plaintiff	U.S. Bank Trust National Association	3217 S. Decker Lake Dr.	Salt Lake City	UT	84119	William Nicholas Foshag	AC
Defendant	Richard Felt AKA Richard K. Felt	N3030 Marshall Ln	Lake Geneva	WI	53147-3553		AC
Defendant	Curtis Ambulance Service	2266 N Prospect Ave Ste 440	Milwaukee	WI	53202-6329		AC
Defendant	The United States of America	517 East Wisconsin Avenue	Milwaukee	WI	53202	Susan M. Knepel	AC
Defendant	The United States of America	950 Pennsylvania Ave NW, Rm B-103	Washington	DC	20530-0001		AC

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-14-2019	Summons and complaint		
03-14-2019	Case initiated by electronic filing		
03-14-2019	Filing fee paid Adjustment Number: 19A 090005, Payable Number: 229220, Receipt Number: 19R 005838, Amount: \$285.50	285.50	
03-14-2019	Exhibit Exhibit to Complaint - loan modification		
03-14-2019	Exhibit Exhibit to Complaint - lien report		
03-14-2019	Exhibit Exhibit to Complaint - mortgage		
03-14-2019	Exhibit Exhibit to Complaint - note		
03-14-2019	Exhibit Exhibit to Complaint - loan modification		
04-11-2019	Affidavit of substitute service as to Karen Felt by serving Richard Felt on April 5, 2019 (s&c)		
04-11-2019	Affidavit of service as to Richard Felt on April 5, 2019 (s&c)		
04-11-2019	Affidavit of service as to The United States of America by serving Alicia Arnell on March 20, 2019 (s&c)		
04-11-2019	Affidavit of service as to Curtis Ambulance Service by serving Jessica Wolf on March 20, 2019 (s&c)		
04-11-2019	Certificate of mailing as to the United States of America US Attorney General		
04-11-2019	Received documents letter dated 4/11/19 From Gray & Assoc for COM		
05-06-2019	Responsible court official changed		Daniel S. Johnson

FILED

MAR 27 2020

**CLERK OF COURT OF APPEALS
OF WISCONSIN**

Case 2020AP000556
WALWORTH COUNTY-64
CIRCUIT COURT

Transmittal of Notice of Appeal & Court Record

Civil Court Record - Selected

Civil

Filed 03-27-2020

Page 9 of 11
03-24-2020
10:28 am

Caption	Responsible C.O.	Case Number
U.S. Bank Trust National Association vs. Karen Felt et al	Daniel S. Johnson	2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

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05-06-2019	Notice of retainer atty Susan Knepel for the United States of America		
05-06-2019	eFiled Document Fee Paid Assessment Number: 19S 006530, Amount: \$20.00	20.00	
05-06-2019	Electronic Notice Update		
05-06-2019	Notice of Entitlement to Surplus		
06-06-2019	Notice of motion, motion for Default Judgment		
06-06-2019	Lis pendens Parcel Identification Number J G 2600017		
06-06-2019	Declaration of nonmilitary service as to Richard Felt, Felt, Felt, and Karen Felt		
06-06-2019	Received documents letter dated 6/6/19 from Gray & Assoc for AOD, DNMS, NM, PORDR, LP		
06-06-2019	Certificate of mailing as to Karen Felt and Richard Felt on June 6, 2019 (NM)		
06-06-2019	Affidavit of default		
06-06-2019	Proposed Order		Daniel S. Johnson
07-22-2019	[Is] Motion hearing No record made. Plaintiff by Affidavit. Defendant(s) did not appear. Court grants motion for default judgment of foreclosure. No deficiency being sought, 6 month redemption period.		Daniel S. Johnson Rhonda Boss
07-23-2019	Findings of facts/conclusions of law w/ judgment		Daniel S. Johnson
07-23-2019	Judgment after motion		Daniel S. Johnson
01-21-2020	[GW] Other papers Certificate-Posting of Notice. Notice of Foreclosure Sale on March 5, 2020 at 10:00am		
02-28-2020	[LS] Notice Notice of Filing Motion to Vacate Sheriff's Sale and 806.07 Motion for Relief from Judgment		
02-28-2020	Motion Motion to Vacate Sheriff's Sale & 806.07 Motion for Relief from Judgment		
02-28-2020	[LS] Notice Notice of Filing 808.075 Motion to Stay Pending Appeal		
02-28-2020	Motion 808.075 Motion to Stay Pending Appeal		
02-28-2020	[LS] Notice Notice of Filing Appearance of Christopher Stoller		

Case 2020AP000556
WALWORTH COUNTY-64
CIRCUIT COURT

Transmittal of Notice of Appeal & Court Record

Civil Court Record - Selected
Civil

Filed 03-27-2020

Page 10 of 11
03-24-2020
10:28 am

Caption	Responsible C.O.	Case Number
U.S. Bank Trust National Association vs. Karen Felt et al	Daniel S. Johnson	2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-03-2020	[Is] Hearing Attorney William Nicholas Foshag appeared by phone means for Plaintiff U.S. Bank Trust National Association. Christopher Stoller present in court. Court in session @ 10:00 a.m. Appearances amde. Matter before the Court for hearing on documents filed by Mr. Stoller regarding sale of property scheduled for March 5th and motion to reopen. 10:05 a.m. - Record by Atty. Foshag as to the Plaintiff's position and objection to the documents filed by Mr. Stoller. 10:07 a.m. - Response by the Court who addresss Atty. Stoller who makes a record as to his position and documents filed. Response by the Court. Further record by Mr. Stoller in responds to Court's record/questions. 10:14 a.m. - Response by Atty. Foshag to Mr. Stoller's record. 10:15 a.m. - Record by the Court as to history of case, proper service, lack of joinder, lack of answer, default judgment, redemption period, lack of defendants to redeem the property, Sheriff's sale set for March 5th. Further record as to documents filed by Mr. Stoller. Based upon Court's record, motion to reopen and motion to stay pending appeal are denied. Atty. Foshag to submit order as prevailing party. 10:24 a.m. - Response by Mr. Stoller to Court's record. Court in recess @ 10:24		Daniel S. Johnson Rhonda Boss
03-03-2020	Letters/correspondence Letter dated 3/3/2020 from Atty William N. Foshag re: Intervention of Foreclosure Sale		
03-03-2020	Proposed Order Order for Denial of Motion to Intervene		
03-03-2020	Prop. amended order Amended Order for denial of Motion to Intervene		
03-04-2020	Order Order Denying Motion to Intervene		Daniel S. Johnson
03-06-2020	[GW] Sheriff's report of sale		
03-06-2020	[GW] Proof of publication Elkhorn Independent Jan 30, 2020, Feb 6, 2020, & Feb 13, 2020 Notice of Foreclosure Sale		
03-06-2020	Received documents Sheriff's Deed received and stored in the Clerk of Court's Office.		
03-10-2020	Letters/correspondence Letter dated 3/10/2020 from Atty William N. Foshag re: Notice of Entry of Order		
03-10-2020	Notice Notice of Entry of Order		
03-10-2020	Certificate of mailing As to: Karen & Richard Felt and Curtis Ambulance Service on March 10, 2020 (Notice of Entry of Order)		
03-17-2020	Notice of motion, motion for Confirmation of Sheriff's Sale		

WALWORTH COUNTY-64
CIRCUIT COURT

Civil Court Record - Selected

Civil

03-24-2020

10:28 am

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.

Daniel S. Johnson

Case Number

2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-17-2020	Letters/correspondence Letter dated 3/17/2020 from Gray & Assoc re; pordr, not, com		
03-17-2020	Certificate of mailing as to Karen Felt a/k/a Karen A Felt, Richard Felg a/k/a Richard K Felt and Suan Knepel on 3/17/2020 ("all documents delivered to the court by cover letter dated 3/17/2020")		
03-17-2020	Affidavit in support of motion to Confirm		
03-17-2020	Proposed Order		Daniel S. Johnson
03-23-2020	Notice of appeal		

NOTE: This is not necessarily the complete Court Record for this case.

APPENDIX 2

Notice of Appeal

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

TRANSMITTAL OF NOTICE OF APPEAL

U.S. Bank Trust National Association, not in its
Individual capacity but solely as owner trustee for
Legacy Mortgage Asset Trust 2018-GSI

Circuit Court Case #2019CV164

Plaintiff,

vs.

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a
Richard K. Felt, Curtis Ambulance Service and The
United States of America, Department of Treasury Internal
Revenue Service

Defendants,

Christopher Stoller, assignee et al.,

Defendant/Appellant.

FILED

MAY 28 2020

CIRCUIT COURT
WALWORTH COUNTY
MARGO SMITH

FILED

TO: Clerk of Court of Appeals
P.O. Box 1688
Madison, WI 53701-1688

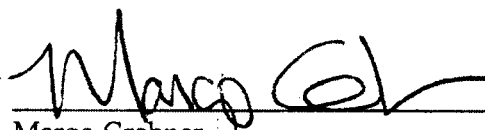
JUN 01 2020

CLERK OF COURT OF APPEALS
OF WISCONSIN

I hereby transmit a copy of the Notice of Appeal filed herein on May 28, 2020, Order
Confirming Sale and a copy of the trial court record (docket entries) of the above-entitled case(s)
as maintained pursuant to sec. 59.39(2) or (3). Stats. The docketing fee is (not) enclosed.

Dated: May 28, 202

Submitted,

By: 
Margo Grabner
Deputy Clerk of Court
PO Box 1001, Elkhorn, WI 53121
(262) 741-7025

Cc: All Counsel via Filing

STATE OF WISCONSIN, CIRCUIT COURT, WALWORTH COUNTY

For Official Use

U.S. Bank Trust National Association et al.

(party designation) Plaintiff/Appellee

-vs-

Christopher Stoller, assignee et al.

(party designation) Defendant/Appellant

Notice of Appeal

Case No. 19-CV-000164

FILED MAY 28 2020 CIRCUIT COURT WALWORTH COUNTY GRETCHEN WALBAUM FILED

JUN 01 2020

Notice is hereby given that (name of party filing appeal) Christopher Stoller appeals to the Court of Appeals, District 2, from (choose one) [x] the whole [] a part of the final judgment or order, entered on (date) 4-16-20 in the circuit court for Walworth County, the Honorable (name of Judge) Daniel S. Johnson, presiding, in favor of (name of party opposing appeal) U.S. Bank Trust Association et al, and against (name of party filing appeal) Christopher Stoller, wherein the court (describe judgment or order) erroneous final judgment confirming sale of the unlawfully foreclosed property

CLERK OF COURT OF APPEALS OF WISCONSIN

NOTE: If this is an appeal under §809.30 or §809.32, also include the following (see §809.10(1)):

- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record. If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s). If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This (choose one) [] is [] is not an appeal within Wisconsin Statutes §752.31(2).

This (choose one) [x] is [] is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: 05-12-20

Signature of Filing Attorney or Party: Christopher Stoller, Telephone Number: 773-746-3163, Name Printed or Typed: Christopher Stoller, Address: P.O. Box 60645, Chicago, Illinois 60660, Email: cns40@hotmail.com

This completed form must be filed with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

- 1. the Clerk of the Court of Appeals;
2. opposing counsel; and
3. any other party.

FILED
04-16-2020
Walworth County
Clerk of Circuit Court
2019CV000164

DATE SIGNED: April 16, 2020

Electronically signed by Daniel S. Johnson
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS1

ORDER CONFIRMING SALE

Plaintiff,

Case No. 19-CV-000164

vs.

The Honorable
Daniel S. Johnson

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a Richard K. Felt, Curtis Ambulance Service and The United States of America, Department of Treasury Internal Revenue Service

Defendants.

Upon the application of the plaintiff through its attorneys, Gray & Associates, L.L.P., and upon reading and filing the report of the sheriff, and upon the records, files and proceedings herein,

IT IS HEREBY ORDERED that the sale of the mortgaged premises to the plaintiff for the sum of \$335,750.00 is confirmed.

IT IS FURTHER ORDERED that upon entry of the Order, the Clerk of Circuit Court shall transmit the Sheriff's Deed to the Register of Deeds or notify the Register of Deeds that the Sheriff's Deed is available in the clerk's office, pursuant to Wis. Stat. § 846.16.

IT IS FURTHER ORDERED that the plaintiff is entitled to a writ of assistance for the removal of the defendants.

IT IS FURTHER ORDERED that no deficiency judgment may be awarded to the plaintiff.

IT IS FURTHER ORDERED that following confirmation of sale, the United States shall have the period specified by 28 U.S.C. 2410(c) in which to redeem the property.

Attorneys for Plaintiff:

Gray & Associates, L.L.P.
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404

This is the final order for purpose of appeal.

Case No. 19-CV-000164

Case 2020AP000556
 WALWORTH COUNTY-64
 CIRCUIT COURT

Transmittal of Addtl/Amended (Other) Appeal
Civil Court Record - Selected
 Civil

Filed 06-01-2020

Page 5 of 9
 05-28-2020
 12:49 pm

Caption U.S. Bank Trust National Association vs. Karen Felt et al
Responsible C.O. Daniel S. Johnson
Case Number 2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

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Defendant	Richard Felt AKA Richard K. Felt	N3030 Marshall Ln	Lake Geneva	WI	53147-3553		AC
Defendant	Curtis Ambulance Service	2266 N Prospect Ave Ste 440	Milwaukee	WI	53202-6329		AC
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05-06-2019	Responsible court official changed		Daniel S. Johnson

FILED
JUN 01 2020
 CLERK OF COURT OF APPEALS
 OF WISCONSIN

Case 2020AP000556
WALWORTH COUNTY-64
CIRCUIT COURT

Transmittal of Addtl/Amended (Other) Appeal

Civil Court Record - Selected

Civil

Filed 06-01-2020

Page 6 of 9
05-28-2020
12:49 pm

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.

Daniel S. Johnson

Case Number

2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

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06-06-2019	Notice of motion, motion for Default Judgment		
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06-06-2019	Declaration of nonmilitary service as to Richard Felt, Felt, Felt, and Karen Felt		
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07-23-2019	Judgment after motion		Daniel S. Johnson
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02-28-2020	Motion Motion to Vacate Sheriff's Sale & 806.07 Motion for Relief from Judgment		
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Case 2020AP000556
WALWORTH COUNTY-64
CIRCUIT COURT

Transmittal of Addtl/Amended (Other) Appeal

Civil Court Record - Selected
Civil

Filed 06-01-2020

Page 7 of 9
05-28-2020
12:49 pm

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.

Daniel S. Johnson

Case Number

2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
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03-03-2020	<p>Letters/correspondence</p> <p>Letter dated 3/3/2020 from Atty William N. Foshag re: Intervention of Foreclosure Sale</p>		
03-03-2020	<p>Proposed Order</p> <p>Order for Denial of Motion to Intervene</p>		
03-03-2020	<p>Prop. amended order</p> <p>Amended Order for denial of Motion to Intervene</p>		
03-04-2020	<p>Order</p> <p>Order Denying Motion to Intervene</p>		Daniel S. Johnson
03-06-2020	[GW] Sheriff's report of sale		
03-06-2020	<p>[GW] Proof of publication</p> <p>Elkhorn Independent Jan 30, 2020, Feb 6, 2020, & Feb 13, 2020</p> <p>Notice of Foreclosure Sale</p>		
03-06-2020	<p>Received documents</p> <p>Sheriff's Deed received and stored in the Clerk of Court's Office.</p>		
03-10-2020	<p>Letters/correspondence</p> <p>Letter dated 3/10/2020 from Atty William N. Foshag re: Notice of Entry of Order</p>		
03-10-2020	<p>Notice</p> <p>Notice of Entry of Order</p>		
03-10-2020	<p>Certificate of mailing</p> <p>As to: Karen & Richard Felt and Curtis Ambulance Service on March 10, 2020 (Notice of Entry of Order)</p>		
03-17-2020	<p>Notice of motion, motion</p> <p>for Confirmation of Sheriff's Sale</p>		

Case 2020AP000556
 WAUWATOSH COUNTY
 CIRCUIT COURT

Transmittal of Addtl/Amended (Other) Appeal

Civil Court Record - Selected
 Civil

Filed 06-01-2020

Page 8 of 9
 05-28-2020
 12:49 pm

Caption	Responsible C.O.	Case Number
U.S. Bank Trust National Association vs. Karen Felt et al	Daniel S. Johnson	2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
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03-17-2020	Certificate of mailing as to Karen Felt a/k/a Karen A Felt, Richard Felg a/k/a Richard K Felt and Suan Knepel on 3/17/2020 ("all documents delivered to the court by cover letter dated 3/17/2020")		
03-17-2020	Affidavit in support of motion to Confirm		
03-17-2020	Proposed Order		Daniel S. Johnson
03-23-2020	Notice of appeal		
03-23-2020	Notice of appeal transmittal		
03-31-2020	[DG] Notes Pursuant to the Wisconsin Supreme Court's Order issued March 22, 2020, the 04-13-2020 hearing in this matter is being held via video and/or telephone conferencing. If a member of the public wishes to attend this hearing, they must call 262-741-7012 for information.		
04-03-2020	[CH] Verification from Court of Appeals Notice of Appeal and Circuit Court Record has been received by COA		
04-13-2020	[GW] Response/reply Notice of Filing Defendants Response to Plaintiff's Motion for Confirmation of Sale and Cross Motion for Direct Civil Contempt and Request for Hearing Before Another Judge		

Case 2020AP000556
WABE WORTH COUNTY-64
CIRCUIT COURT

Transmittal of Addtl/Amended (Other) Appeal

Civil Court Record - Selected

Civil

Filed 06-01-2020

Page 9 of 9

05-28-2020

12:49 pm

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.

Daniel S. Johnson

Case Number

2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location Daniel S. Johnson Rhonda Boss
04-13-2020	<p>Confirmation of sale</p> <p>**Transcript Filed 5/12/2020**</p> <p>Attorney William Nicholas Foshag appeared by phone means for Plaintiff U.S. Bank Trust National Association. Christopher Stoller appeared via phone means. Court in session @ 8:56 a.m. Appearances made. Matter before the Court for hearing on PL motion for confirmation of sale.</p> <p>8:57 a.m. - Record by Atty. Foshag as to Sheriff's Sale, judgment, bid, fair value, waiver of deficiency, and request for confirmation of sale. Further record as to WRIT of Assistance but based upon Federal and State moratorium, no action will be taken as far as WRIT until after these are lifted. Further record as to documents received by Mr. Stoller as to lack of notice and improper exparte communication, and Plaintiff's position that Mr. Stoller is not a party to this action as motion to intervene as party was denied.</p> <p>9:00 a.m. - Response/record by Atty. Stoller as to his filing of appeal and his position that the Court does not have jurisdiction in this matter.</p> <p>9:04 a.m. - Record by the Court in response to each of the arguments by Mr. Stoller. Further record as to the sale and fair value. Based upon the Court's record/response sale of property is confirmed. Court finds plaintiff is entitled to a WRIT, but due to COVID 19 orders, will not issue a WRIT at this time.</p> <p>9:08 a.m. - Nothing further by Atty. Foshag. Response by Mr. Stoller who advises the Judge to review the disciplinary action that can be taken against him for his ruling today, and advises him of his intent to report and cautions the Court as to the exparte communication that the Court reviewed with no notice/inclusion of Mr. Stoller.</p> <p>9:11 a.m. - Response by the Court who informs Mr. Stoller that he is not a party in this case and denies the rest of his requests. Mr. Stoller asks for relief under 304. Response by the Court who finds that the motion was untimely and reiterates that he is not a party to this action and will not do anything further regarding his requests. Court in recess @ 9:13 a.m.</p>		
04-13-2020	<p>Order of Court of Appeals</p> <p>IT IS ORDERED court grants permission to proceed without filing fee. Only for COA</p>		
04-16-2020	Order confirming sale		Daniel S. Johnson
04-21-2020	<p>Transcript</p> <p>TRANSCRIPT - Hearing held 3-3-20</p> <p>Court reporter - Rhonda Boss</p>		
05-12-2020	<p>Transcript</p> <p>Transcript of April 13, 2020 Confirmation of Sale. Rhonda Boss court reporter</p>		
05-28-2020	[GW] Notice of appeal		
05-28-2020	Received documents		

NOTE: This is not necessarily the complete Court Record for this case.

CV-400S(CCAP), 11/00 Civil Court Record - Selected

This form shall not be modified. It may be supplemented with additional material.

APPENDIX 3

Assignment of Claims

CONFIDENTIAL ASSIGNMENT OF CLAIMS AND CAUSES OF ACTION

For ten dollars and other valuable consideration, Karen A. Felt and Richard K. Felt (Assignors) assigns, grants, transfers and conveys unto Christopher Stoller and/or Leo Stoller hereinafter referred to as assignee(s) under the Law of Assignments of Causes of Action, insofar as permitted by law, forever, a complete transfer, of Assignors interest in any and all causes of action(s), remedies, or claims, now or in the future, that Assignor may have against third parties including but not limited to: U.S. Bank Trust National Association, Legacy Mortgage Asset Trustee 2018, agents, attorneys, assignees, officers, directors, employees and, **John does 1 thru 10**, unknown Attorneys, Agents, Assigns, Representatives Officers, Directors, et al., any related party, agents, financial institutions, contractors, builders, their employees, affiliates, successors, insurance companies, attorneys, law firms and assignee (parties), or any of them and the right to litigate, appeal, settle or otherwise resolve, litigate, **Case U.S. Bank Trust National Association, not in its individual capacity but soley as owner trustee for Legacy Mortgage Asset trust 2018-GSI vs. Karen Felt, Richard Felt et al., Case No. 19-cv-000164 any related appeal or related case(s)**, as Assignee sees fit. And in particular as to proceeds receives from Case(s) Number **Case No. 19-cv-000164_ and any related appeals and or related proceedings.**

Assignors under the Law of Assignments of Causes of Action, hereby conveys, assigns, quit claims and forever transfers, their complete interest, to (Assignee(s)), a completed transfer, of the entire interest of the assignor, in the subject matter of the said litigation, the said real estate, which are the subject(s) of the said assignment, legal description of the said property, below:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WAL WORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

All rights, title and interest in and to the said real-estate and any causes of action(s) related to the said Real Estate ie Number Case No. 19-cv-000164 including Appeal(s) any related appeals et al., and the title to the property and/or ownership of the claims herein, has been forever assigned, quit claimed, transferred to Assignees¹ .insofar as permitted by law, any and all causes of action, remedies, or claims, now or in the future, that Assignors may have against third parties, ie. e U.S.Bank Trust National Association, owner, trustee for Legacy Mortgage Asset trust 2018-GSI, related entities.

Claim(s) shall mean any claim, liability, right demand, suit, matter, obligation, damage, loss, cost, action, or cause of action, of every kind and description that Assignor has or may have, including, assigned claims, whether know or unknown, asserted or unasserted, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted, by Assignors in any action or proceeding in court, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any party , known or unknown, arising from or in any way relating to the said property know as :

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WAL WORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

and any other properties and/or said controversies and/or related case(s) in any other court, and related claims.

The assignors hereby makes the assignee(s)the the owner(s) of the claim(s) by making it clear that it is the intention of Assignors to transfer title or ownership forever to assigneesⁱⁱ.

The assignors gives the assignee(s) a durable power of attorney in order to effect the complete transfer of ownership of the said real estate and to the authority to act for Assignors in all the said specified legal matters and to effect the complete assignment of claims.

The provisions of this Assignment are severable. Should any of the provisions herein for any reason be held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Assignment. Such provision will be enforced to the maximum extent permissible, or if by limiting such provision it would become valid or enforceable, this Assignment will then be construed as if such unenforceable provision or provisions had been written, construed, and enforced as so limited.

A photo copy of this document shall be considered as an original copy of the said document.

Assignee waives any statute of limitations which may apply in any action based upon this Assignment.

This Assignment is being made without recourse to Assignee. Signed under penalty of perjury

Karen A. Felt Date 2/15/2020

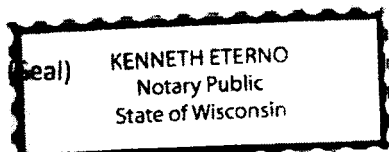
Karen A. Felt

Richard K. Felt Date 2/15/2020

Richard K. Felt

State of Wisconsin
County of Walworth

This Instrument was acknowledged before me on Date February 15, 2020



Kenneth Eterno
Signature of Notary Public

3 Commission expires: 7/16/2021

EXHIBIT 1

ⁱ Courts routinely recognize assignments of claims effective where the assignment is of the title or ownership of the claims. See *American Trust & Savings Bank v. Phila. Indem. Ins. Co.*, 678 F. Supp. 2d 820, 824 (W.D. Wis. 2010) (holding an assignment of claims was valid where a receiver assigned to a plaintiff “all rights, title and interests in any and all claims the receiver or receivership entities may have against third parties.”); *Meijer, Inc. v. Barr Pharm., Inc.*, 572 F. Supp. 2d 38, 64 (2008) (holding an assignment of claims was valid where it stated “Kerr hereby conveys, assigns, and transfers to Meijer all rights, title and interest in and to all causes of action.”).

ⁱⁱ 106 F.3d 11, 17 (2d Cir. 1997) (citing *Titus v. Wallick*, 306 U.S. 282, 289 (1939)). “a completed transfer of the entire interest of the assignor in their subject of assignment.” *Id.* (quoting *Coastal Commercial Corp. v. Samuel Kosoff & Sons, Inc.*, 199 N.Y.S.2d 852, 855 (1960)); see *Miller v. Wells Fargo Bank Int’l Corp.*, 540 F.2d 548, 557 (2d Cir. 1976) (holding an assignment of claims divests the assignor of all right and control of a cause of action.).

APPENDIX 4
March 3, 2020
Transcript

1 STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY
2 BRANCH 2

3 -----

4 U.S. BANK TRUST NATIONAL
5 ASSOCIATION,

6 Plaintiff,

Case No.

7 -vs-

19-CV-164

8 KAREN FELT, et al,

9 Defendants.

10 -----

11 TRANSCRIPT OF HEARING

12
13 Record made in the above-entitled matter
14 before the HONORABLE DANIEL S. JOHNSON, Judge of said
15 Court on March 3, 2020.

16
17 A P P E A R A N C E S

18
19 William Foshag, Esq., appeared telephonically
20 on behalf of the Plaintiff.

21
22 Christopher Stoller, appeared in person.

23
24
25 Rhonda S. Boss, RMR
Official Court Reporter

1 (Proceedings commenced at 10:02 a.m..)

2 THE COURT: The Court will call on the record
3 19-CV-164. Could I have the appearance on the phone
4 first, please.

5 MR. FOSHAG: Good morning, your Honor.
6 William Foshag; F-o-s-h-a-g, from Gray and Associates
7 appearing on behalf of the plaintiff.

8 THE COURT: Very good. You're name, sir.

9 MR. STOLLER: Good morning, Judge. For the
10 record, Christopher Stoller, assignee; S-t-o-l-l-e-r.

11 THE COURT: All right. We are on for a
12 motion to reopen that's been filed by you, Mr. Stoller.
13 And Mr. Foshag, I'll start with you, I suppose. Did
14 you want to respond to the motion?

15 MR. FOSHAG: Thank you, your Honor. It was
16 just handed to me late last evening, looks like filed
17 on February 28. There are several things that were
18 filed. One is just a notice of appearance and motion
19 to stay pending appeal. Assignment of claims and then
20 what appears to be a motion to vacate the judgment.
21 It's difficult in there are some other filings from
22 Illinois and appears to be from Arizona, I'm not sure
23 what to make of those, but I had sent a brief letter
24 this morning and I apologize for just having filed that
25 within the last hour. I did also e-mail a copy to

1 Mr. Stoller. That summarizes plaintiff's position here
2 that the most favorable interpretation of what has been
3 filed is that it's a motion to intervene by Mr. Stoller
4 by virtue of this assignment of the claims that the
5 Felts appear to have executed on February 15 of this
6 year over to him. However, his motion to intervene, if
7 it's to be interpreted in that way, must be denied.
8 The plaintiff has filed its lis pendens. It's been of
9 record for some time and any interest or ownership
10 interest or assignment interest would be cut off by
11 virtue of the filing of that lis pendens and would be
12 subject to that action. I did cite in our letter
13 Wisconsin Statute 840.10 which summarizes the affect of
14 a lis pendens and any subsequent interests that come to
15 be after a lis pendens is filed. Interpreting in that
16 way, Mr. Stoller would not be a necessary party. His
17 intervention would not be of right. Permissive
18 intervention, this is under 803.09 and I had to
19 summarize it as well in that letter, is entirely within
20 the discretion of the court. It's not necessary for
21 Mr. Stoller to be involved in this action to complete
22 this action. And then for that reason the request
23 should be denied. This does appear just to be a
24 blatant effort to stop this non-deficiency foreclosure,
25 at minimum to delay it. And just from my quick

1 searching, I did find a couple other cases in Walworth
2 County where Mr. Stoller appears to attempt this exact
3 same tactic in foreclosure cases. Walworth County case
4 18-CV-522, 17-CV-204. And there should be a similar
5 result in this case, his attempt to intervene in this
6 action must be denied.

7 THE COURT: Well, Mr. Stoller, you haven't
8 given me much to work with here and I guess, I
9 honestly, I considered just denying your motion without
10 any hearing because you haven't given me much to work
11 with here, so I'll give you an opportunity to explain
12 the basis of the motion that you filed. Go ahead.

13 MR. STOLLER: Judge, this is a motion for
14 relief of judgment, Judge. Now, counsel here is trying
15 to interpose this case which is different from the
16 other cases, Judge. The assignment of claims that I
17 have and I'm asking here, Judge, first of all, in my
18 motion to vacate and I briefed this, Judge, what I'm
19 asking for is time to file my memorandum. They have in
20 my motion here, Judge, they have no standing at all,
21 Judge, in their -- in their mortgage and their
22 documents. It's toxic, Judge. And what I'm asking
23 for, Judge, is just time. I'm the owner of this
24 property. Unlike the other previous interventions that
25 I was in, I'm currently the owner of this property now,

1 Judge. And I have a proper assignment of claims and
2 causes of action in this property. And all I'm asking
3 for, Judge, is 21 days in order to file my memorandum
4 in reference so I can lay out the law.

5 THE COURT: Mr. Stoller, I'll just cut you
6 off and say I'm not going to do that. I'm not going to
7 give you 21 days. This case has been pending for
8 almost a year in my court. The deficiency -- The
9 right to cure the deficiency period has passed over a
10 month ago, I believe, definitely a month ago. There is
11 a foreclosure sale scheduled in this matter. To the
12 extent you have an assignment of claims, I assume what
13 you're saying is you're stepping into the shoes of the
14 Felts and the fact of the matter is, the Felts have
15 done nothing to pursue their claim in this matter since
16 its inception. So I'm not going to delay things
17 another three weeks. As I said, I'm giving you an
18 opportunity to tell me now why you should prevail. So
19 go ahead.

20 MR. STOLLER: Okay. Judge, I'll tell you why
21 I shall prevail. U.S. Bank does not have a proper
22 assignment of the mortgage in this case, Judge. And
23 I'll tell you why. They don't have a proper
24 attestation of an assignment of the mortgage in this
25 property. Nor does the trustee Legacy Mortgage. They

1 don't have a proper note. And a proper assignment of
2 the note. So it's not properly collateralized. It's
3 toxic, Judge. And that's under the Deutsch case. So
4 they have no mortgage on this property that's properly
5 collateralized. They have no interest in this
6 property, Judge. And therefore they didn't have it
7 properly foreclosed. And that's why they have no
8 interest in this property foreclosed, Judge. And they
9 engaged in a fraudulent foreclosure -- foreclosure
10 because they have no proper assignment of the note.
11 And that is the main reason that I would like to
12 properly brief this case, Judge, and give you the law
13 on it. And I'd like to have that opportunity.

14 Now, I am the recorded owner of this property
15 now, Judge. And I have a right under the 4th, 5th and
16 14th Amendment and as the ownership of this property
17 not to have it go to a sheriff's sale because they have
18 no interest in this property. It's not properly
19 collateralized from the original lender. It's been
20 through three different lenders and it was not properly
21 transferred. And they engaged in a fraudulent
22 foreclosure, Judge. And they have unclean hands. And
23 I can brief that issue. And the lis pendens that they
24 filed is a fraudulent lis pendens. And in the event,
25 Judge, that you let them foreclose and have this

1 sheriff's sale, I would ask that you stay it pending an
2 appeal. The property isn't going to go anywhere,
3 Judge. Can't be sold. They have a lis pendens on it.
4 I filed the lis pendens on it. And I would ask that
5 you stay it pending an appeal. And give me an
6 opportunity to go to the Appellate Court and let the
7 panel decide on this issue here. And I would ask you
8 to stay it pending appeal. I have a motion for relief
9 to stay pending appeal. And that's in reference to S&M
10 Rotogravure Service v. Baer, B-a-e-r-, 77 Wis.2d 454.
11 Because they have unclean hands. And they entered into
12 a default judgment and the Appellate Court always likes
13 to hear that a case is decided on the merits and this
14 case could be decided on the merits once it's brought
15 to the lower court that they engaged in fraud, they
16 didn't have a proper mortgage, they didn't have it
17 against this property, they don't have a note on this
18 property that's been properly assigned. They don't
19 have an original note, Judge. They don't. And once
20 the court is aware of it, I should be given an
21 opportunity to give you a memorandum of law. I just
22 came into the case and I'm asking you for 21 or 14
23 days. And I have three appellate briefs between the
24 U.S. Supreme Court, the Arizona Supreme Court and the
25 Appellate Court that has to be done within 21 days and

1 I'm asking you to just give me 21 days because I'm
2 stepping in. I just recorded my deed on this property
3 where I'm the owner of the property, unlike the other
4 properties where I wasn't, Judge, and I perfected my
5 interest into this property. So I have a legal
6 interest, unlike the other properties where I had an
7 equitable interest, I have an ownership interest in
8 this property and I should be able to come into this
9 court because I have clean hands unlike the plaintiff
10 who has unclean hands. And I'm just asking you for a
11 little time, Judge. It's not going to be any harm.
12 The property isn't going anywhere. They got a default
13 judgment. There was not a hearing on the merits of the
14 case. And I believe that this is a court of equity.
15 And equity should prevail. Thank you, Judge.

16 THE COURT: Thank you. Mr. Foshag, did you
17 want to add anything else before the Court makes a
18 decision today?

19 MR. FOSHAG: Thank you, your Honor. The
20 plaintiff had alleged in its complaint it was the
21 holder of the note, a copy of the note which is
22 incorporated into the pleadings was attached as Exhibit
23 A and it is endorsed and blank. As the holder of the
24 note, the plaintiff have a right to foreclose under
25 that position alone. In addition to that, there was an

1 assignment of the mortgage that was recorded at the
2 Walworth County Register of Deeds on January the 16th
3 of 2019. The arguments that have been made are very
4 typical, ones that have been floating around the
5 internet for the last ten years in an effort to delay
6 foreclosure. There are absolutely no basis in law or
7 in fact based on the record that's in the case.

8 THE COURT: Very good. Thank you. The
9 Court's decision is as follows.

10 First of all, I'll note some of the facts
11 that need to come before the court in order for the
12 court to make a proper decision in this case.

13 First of all, the Felts were both served with
14 notice of this action. It appears that occurred on
15 April 5 of last year, 2019. The Felts did not file an
16 answer in this case. The matter was never joined.
17 They obviously had notice of the action by being
18 properly served. And they did nothing to pursue their
19 rights regarding this property.

20 A motion for default was then filed. A copy
21 of that motion was mailed to the Felts and they were
22 given notice that a default hearing would occur. Once
23 again, the Felts were given more than an opportunity to
24 appear before this court to challenge a finding of
25 default and to further assert their rights to this

1 piece of property. The court held a hearing on July
2 22, 2019 on the motion for a default judgment. At that
3 time the Felts did not appear to challenge the motion
4 for default, to attempt to file an answer in the claim
5 or otherwise try to assert any rights to this property.
6 Since July 22 of last year, the court entered an order
7 outlining what happened at that hearing which was held
8 off the record. Six month deficiency was granted or
9 six month period of redemption, I should say, was
10 granted in this particular case based upon this nature
11 of this particular case and the right to redeem the
12 property was not exercised by the Felts. In other
13 words, they continued to sit on their rights related to
14 this home. Did not pursue an effort to redeem this
15 property or otherwise keep the property at all. The
16 property was not redeemed. The plaintiff then filed a
17 request to have a sheriff's sale occur. A sheriff's
18 sale has now been set. Mr. Foshag, I believe that is
19 set for, is it tomorrow or later this week?

20 MR. FOSHAG: Thursday, March 5, your Honor.

21 THE COURT: Thursday, the 5th is the date of
22 the sheriff's sale at this point in time. Sometime in
23 the past couple weeks it appears that Mr. Stoller
24 contacted the Felts or had some sort of communication
25 with them. I have a document in my file which he

1 claims to be an assignment of their rights to him. In
2 other words, I assume Mr. Stoller is saying that he's
3 stepping into the shoes of the Felts at this point in
4 time as the owner of this property. That's certainly
5 how the motion was argued this morning as well. If
6 that's the case, then he steps into the legal position
7 of the Felts as well and all of those non-actions by
8 the Felts up until this point, essentially not caring
9 about this case at all, not pursuing their rights in
10 this case at all, are now Mr. Stoller's responsibility.
11 And Mr. Stoller steps into those shoes is how I'm
12 taking his interest in this property at this point in
13 time. He's still stepping into the shoes of the Felts
14 has not provided any basis for his motion at this time
15 other than some conclusory allegations. These
16 conclusory allegations, I guess, include that the
17 plaintiff isn't even the owner of this property which
18 there's no evidence before the court that would lead me
19 to believe that that's the case.

20 More particularly, this has been stylized as
21 a motion to reopen under 806.07(c). With fraud,
22 misrepresentation and other misconduct alleged. I'm
23 not clear on what the specific instances of fraud and
24 misrepresentation are in this case. There certainly
25 were no specific factual allegations pled in that

1 regard. And to the extent that he's arguing about who
2 the proper owner of this property was or holder of the
3 note, those are all issues that could have been raised
4 by the Felts throughout the course of these
5 proceedings. They had every opportunity to raise those
6 issues throughout the course of this proceeding. And
7 as I've said, this matter has been pending for a year
8 and the Felts nor Mr. Stoller nor anyone else ever
9 raised those issues before the court. What I'm really
10 being asked to do is reopen the finding from July of
11 last year and there's no -- further no information
12 before the court that would lead me to believe that the
13 delay between filing the motion at the end of February
14 is a reasonable delay under those circumstances.
15 Presumably the facts outlined by Mr. Stoller here today
16 were facts that were known to the Felts or should have
17 been known by them from July until February 28 when the
18 motion was filed. And the motion was not filed on a
19 timely basis regarding those issues. Instead, the
20 motion was filed at the last minute in a clear effort
21 from my perspective to try to stop this sale that's
22 scheduled to occur later this week apparently on the
23 5th.

24 Mr. Stoller alleges a due process violation
25 without, once again, outlining any facts whatsoever

1 that would lead this court to believe that his due
2 process rights are violated because once again, he's
3 simply stepping into the shoes of the Felts and any due
4 process rights that the Felts had he's now assuming.
5 This court certainly has not violated the Felts' due
6 process rights throughout this action. More
7 specifically, I've given them every opportunity to
8 appear and contest the matter and for whatever reason
9 they've chosen not to do so.

10 At this point in time, the sheriff's sale I
11 believe does need to occur. There's also an
12 allegation, I think, that somehow this court acted on
13 an ex parte basis related to this case. I'll note
14 affirmatively that the local rules and Wisconsin
15 Statutes were followed since the inception of this case
16 up until the time of the default judgment hearing on
17 July 22. This court has established a procedure in
18 foreclosure actions by local rule and this court
19 followed that procedure to a T. The plaintiff followed
20 that procedure as well. And no Wisconsin laws were
21 violated. Certainly, this could not be looked at as an
22 ex parte proceeding given the fact the Felts were given
23 notice of everything happening in this case and notice
24 of every hearing that occurred up until this point.

25 So for all of those reasons, I am denying the

1 motion to reopen at this time.

2 As far as the motion to stay pending appeal,
3 I'm denying that motion as well. Similar to the motion
4 to reopen, there's very little in the way of any sort
5 of specific factual allegations regarding why the court
6 would grant a motion to stay pending appeal. Once
7 again, the allegation is made that this is an ex parte
8 proceeding when clearly it is not an ex parte
9 proceeding. Once again, the allegation is made of due
10 process violations when clearly there has not been a
11 due process violation. There hasn't even been a
12 factual recitation of what due process violations have
13 occurred in this case. So the court's really at a loss
14 as to how to even address those at this time.

15 As far as the merits of the motion to stay,
16 there's not a strong showing that the defendant is
17 likely to prevail on appeal. Here it seems to me that
18 there's almost no likelihood of being able to prevail
19 on appeal because as I said, the Felts have sat on
20 their rights throughout the course of this action and
21 Mr. Stoller apparently thinks he's stepping in and into
22 their shoes at this point in time.

23 Irreparable harm. There's no allegation of
24 this in the motion at least by Mr. Stoller, but
25 presumably, once again, the Felts have had every

1 opportunity to try to stop this foreclosure from
2 happening and this sale from occurring and I guess the
3 fact that we are at the last minute here certainly is a
4 concern, but as the term irreparable harm is used here
5 in the law, I don't believe there is any.

6 There is substantial harm to the plaintiff.
7 Frankly, Mr. Foshag, I guess I would ask for this one
8 last factual detail. My guess would be is that the
9 plaintiff hasn't received a mortgage payment for a long
10 time. When was the last time the plaintiff received a
11 mortgage payment here?

12 MR. FOSHAG: No, it has not, your Honor. The
13 entire indebtedness, of course, has been accelerated,
14 however, according to the plaintiff's information, the
15 last payment would have been in September or August of
16 2018.

17 THE COURT: So there's significant harm to
18 the plaintiff here. This property has not been paid
19 for by the Felts or Mr. Stoller for that matter.
20 There's been no effort to make the plaintiff whole.
21 They've been having to wait a year for this foreclosure
22 process to play out and now we are at the end where
23 they might possibly get a return on the investment that
24 they made and there's being a request to essentially
25 stay this further. So there is significant harm to the

1 plaintiff under those circumstances. And there are no
2 public policy considerations that would lead the court
3 to grant a stay at this time either.

4 So the Court is denying the stay pending
5 appeal as well.

6 Mr. Foshag, I would ask that as the
7 prevailing party under local rule you draft the court's
8 order. It can simply be for reasons stated on the
9 record.

10 MR. FOSHAG: Thank you, your Honor. I will
11 do that. I did submit an order that references a
12 motion to intervene and for those reasons on the
13 record, I can clean that up and resubmit it.

14 THE COURT: All right.

15 MR. STOLLER: Judge, may I -- may I respond?

16 THE COURT: Briefly.

17 MR. STOLLER: Judge, my response is they are
18 not entitled to any money because they are not the
19 proper holder of the note. They are not entitled to
20 one cent.

21 THE COURT: Thank you, Mr. Stoller. The
22 Court's ruling stands. We are in recess.

23 MR. STOLLER: Thank you.

24 MR. FOSHAG: Have a good day.

25 (Proceedings concluded at 10:23 a.m..)

1 STATE OF WISCONSIN)

2 COUNTY OF WALWORTH)

3

4 I, RHONDA S. BOSS, RMR, Official Circuit Court
5 Reporter for Branch 2, Walworth County, Wisconsin, do
6 hereby certify that I reported the foregoing matter and
7 that the foregoing transcript, reduced to typewriting
8 by computer-aided transcription, consisting of 17 pages
9 inclusive, is a true and correct transcript of the
10 proceedings had as contained in my stenographic notes.

11 Dated at Elkhorn, Wisconsin, this 16th day of
12 April, 2020.

13

14

15 Rhonda S. Boss(electronically signed)

16

17

18 _____
Rhonda S. Boss, RPR, RMR

19

20

21

22

23

24

25

APPENDIX 5
Quit Claim
Deed,
Assignment of
Property



Doc # 1005228

Recorded
March 03, 2020 10:38 AM

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Transfer Fee: \$0.30
Total Pages: 3

NOTICE OF QUIT CLAIM DEED

(for the Property description)

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST,
RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF
THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF
GENEVA, WALWORTH COUNTY, WISCONSIN.

N5030 Marshall Ln Lake Geneva, WI 53147-3553

This Space is reserved for
Recording data

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

JG2600017

Prepared By:
Christopher Stoller
PO Box 60645
Chicago, IL 60660
773-746-3163

C

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

Doc # 1005228

NOTICE OF QUIT CLAIM DEED

This Space is reserved for Recording data

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

QUIT CLAIM DEED

For consideration of ten dollars and other valuable consideration, Karen A. Felt and Richard K. Felt (Grantor(s)), quit claims, remiss and release unto Michael Stoller (Grantee) or his nominee, forever all right title, interest, claim and demand which it may have in and to the following real property together with all appurtenant rights, title and interest, in Walworth County, State of Wisconsin:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS: N5030 Marshall Ln Lake Geneva, WI 53147-3553

This is not homestead property.

X *Karen A. Felt*

Karen A. Felt Grantor

Date

X

Richard K. Felt

Richard K. Felt Grantor

Doc # 1005228

State of Wisconsin
County of Walworth

This instrument was acknowledged before me on Date February 15, 2020

(Seal) KENNETH ETERNO
Notary Public
State of Wisconsin

Kenneth Eterno
Signature of Notary Public

Commission expires: 7/16/2021

Notary Public



Doc # 1005084

Recorded
February 28, 2020 1:48 PM

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Total Pages: 1

NOTICE OF LIS PENDENS

This Space is reserved for

Richard K. FELT
Karen A FELT
GRANTOR

Christopher Stoller Assignee
GRANTEE

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

JG 2600017

LIS PENDENS

NOTICE IS HEREBY GIVEN THAT: The Action U.S. Bank et al v. Christopher Stoller Assignee Walworth County Case No 2019 CV 000164 (and any appeal) commenced and is pending in the above named court upon the underlying Complaint Said action affects the title to the real estate described as follows:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

Date 2-28-2020

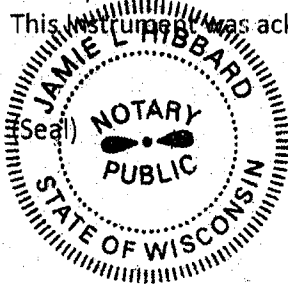
Christopher Stoller

Prepared By:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660
Phone 773-746-3163
Email cns40@hotmail.com

State of Wisconsin
County of Walworth

This instrument was acknowledged before me on Date February 28th, 2020



Jamie L. Hibbard
Signature of Notary Public

3/2/2020

eRETR Public View—Receipt

Electronic Real Estate Transfer Receipt

5Y8Ø9

Wisconsin Department of Revenue
Instructions

1. Grantors and grantees must review this receipt, noting grantor and grantee responsibilities
2. Mail or deliver the following items:

Walworth County Register of Deeds, 100 W WALWORTH ST, RM 102, PO BOX 995, ELKHORN, WI 53121-0995

- This receipt page and a transfer fee of \$0.30
- The deed or instrument of conveyance and a recording fee of \$30.00 (regardless of the number of pages)

To view real estate transfer return details online, visit:

<https://ww2.revenue.wi.gov/RETRWebPublic/application>. You will need your receipt number, total value of real estate transferred, and the last name of one grantor or grantee.

Receipt **5Y8Ø9**. Filed March 2, 2020, 5:08 PM - **Walworth County**. Conveyance date **2020-02-15**.

Value transferred	\$10	Transfer fee	\$0.30
Value subject to fee	\$10	Fee exemption number	

Grantors Felt, Richard & Karen

Grantees Stoller, Michael

Tax bill address Michael Stoller, P.O.60545, Chicago, Illinois 60660

Property Location N3030 Marshall Ln Lake Geneva, Wi 53147-3553 (**Town of Geneva**)

Parcels JG2600017000 (S26/T2N/R17E)

Legal description THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TO

Grantor responsibilities: Grantors are responsible for paying the proper fee amount—verify the total property value, fee amount and fee exemption before sending this receipt to the county Register of Deeds.

Grantee responsibilities: Grantees assert that this property is a primary residence.

Preparer Christopher Stoller, 773-746-3163, cns40@hotmail.com

Grantor agent NONE, 414-224-1000

Grantee agent Chris Stoller, 773-746-3163, ldms4@hotmail.com

If you have questions on the Real Estate Transfer Return (RETR), visit the Wisconsin Department of Revenue's Real Estate Transfer Fee web page at: revenue.wi.gov/retr/index.html, or contact your County Register of Deeds. To locate your Register of Deeds, visit: wrdaonline.org.

Information on a real estate transfer return is used to administer various Wisconsin laws, including: income tax, real estate transfers, rental unit energy efficiency, lottery tax credit, and general property tax. Whether you are a resident, part-year resident, or non-resident, you must report the transfer of Wisconsin real estate in a taxable transaction on your Wisconsin income tax return. If you are a non-resident, you must file Form 1NPR to report the sale.

Penalties imposed under the following Wisconsin Statutes or Administrative Code:

Using an improper exemption - sec. 77.26(8), Wis. Stats.; falsifying the property value - sec. 77.27, Wis. Stats.; improperly claiming lottery and gaming credit as primary residence - chapter tax 20.12, Wis. Adm. Code.

Weatherization program under sec. 101.122, Wis. Stats., no longer exists.

ASSIGNMENT OF REAL ESTATE

THIS ASSIGNMENT is made this 4th day of March 2020

(Assignor) Michael Stoller (Assignee(s)) Christopher Stoller 25% ownership, of an undivided interest and Leo Stoller 25% Ownership of an undivided interest in the following Real Estate described below:

COUNTY of WALWORTH
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE
 SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST,
 RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE
 WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF
 GENEVA, WALWORTH COUNTY, WISCONSIN.
 A.P.N. #: J G 2600017

which currently has the address of N3030 MARSHALL LANE

TOWN OF GENEVA, Wisconsin 53147
[City] [State] [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

I, Michael Stoller (Assignor) an individual whose addresses is P.O. Box 60645, Chicago, Illinois 60660 , for \$10.00, good and valuable consideration the receipt of which is hereby acknowledged, do hereby grant, transfer, convey and assign to Christopher Stoller and Leo Stoller a 25% each undivided interest in the subject property described above, to the assignees and their Assignee and its successors, heirs and assigns,

This is the entire agreement

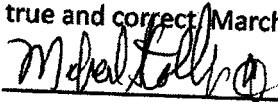
A photo copy of this document can be accepted as the Original.

The Assignment can be signed in counter parts.

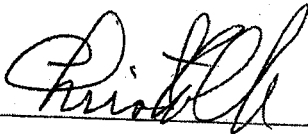
If any part of this assignment is found to be void in a court of law the rest of the assignment shall remain in full force and effect.

§1-109 VERIFICATION BY CERTIFICATION

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignees as of the day and year first above written. March 4, 2020 Under penalties as provided by law pursuant to § 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct March 4, 2020,



Assignor Michael Stoller



Assignee, Christopher Stoller



Assignee, Leo Stoller

APPENDIX 6

See Appendix

4

APPENDIX 7

Note

FILED

03-14-2019

Walworth County

Min: [REDACTED]

Loan Number: [REDACTED]

Honorable David M. Redc
Branch 4

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 23, 2004
(Date)

BROOKFIELD
(City)

WISCONSIN
(State)

N3030 MARSHALL LANE, TOWN OF GENEVA, WISCONSIN 53147
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 360,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is ASHTON FINANCIAL LLC, LIMITED LIABILITY CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.240%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on OCTOBER 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 245 SOUTH EXECUTIVE, SUITE 365, BROOKFIELD, WISCONSIN 53005

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,453.39. This amount may change.

Ref

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of OCTOBER, 2006, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 990/1000 percentage points (5.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.240 % or less than 7.240 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.240 %. My interest rate will never be less than 7.240 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder

may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in



this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Karen Felt

KAREN FELT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Allonge to Promissory Note

Allonge to Promissory Note

Without recourse pay to the order of:

ENCORE CREDIT CORP., A CALIFORNIA CORP.

By: [Signature]

Name: JAMES C ADAMS

Title: JAMES E. ADAMS
VICE PRESIDENT

Company: ASHION FINANCIAL LLC

NOTE DATE 9/23/04

Borrower Name: KAREN FELT
N 3030 MARSHALL LANE TOWN OF GENOVA, WI 53147

Borrower's Address:

Loan Amount: \$360,000.00

Allonge to Promissory Note

Without recourse pay to the order of:

By:

Carol Martin

Name:

Carol Martin

Title:

Senior Funder

Company:

Encore Credit Corp., A California Corporation

Loan Number:

[REDACTED]

Borrower Name:

Karen Felt

Date:

September 23, 2004

Address:

N3030 Marshall Lane

Town of Geneva, WI 53147

Loan Amount:

\$ 360,000.00

ALLONGE TO NOTE

Account Number: 

Allonge to Note Dated: 09/23/2004

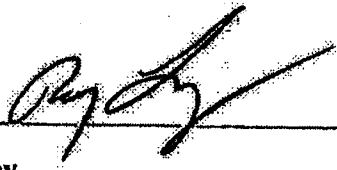
And Executed by: KAREN FELT

Property Address: N3030 MARSHALL LANE
TOWN OF GENEVA, WI 53147

Loan Amount: \$360,000.00

Pay to the order of: VOLT ASSET HOLDINGS TRUST XVI

Without recourse: HOUSEHOLD FINANCE CORPORATION III, BY
CALIBER HOME LOANS, INC., AS ATTORNEY IN
FACT

By: 

Roy Lacey

Title: Authorized Signatory

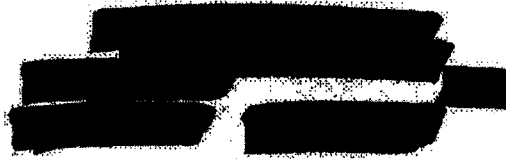


EXHIBIT A

ALLONGE TO NOTE

Account Number:

[REDACTED]

Allonge to Note Dated:

09/23/2004

And Executed by:

KAREN FELT

Property Address:

N3030 MARSHALL LANE
TOWN OF GENEVA, WI 53147

Loan Amount:

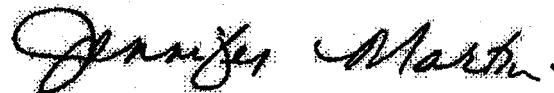
\$360,000.00

Pay to the order of:

Without recourse:

VOLT ASSET HOLDINGS TRUST XVI, BY ITS
TRUSTEE U.S. BANK TRUST, N.A., THROUGH
CALIBER HOME LOANS, INC., AS ATTORNEY IN
FACT FOR THE TRUSTEE

By:



Jennifer Martin

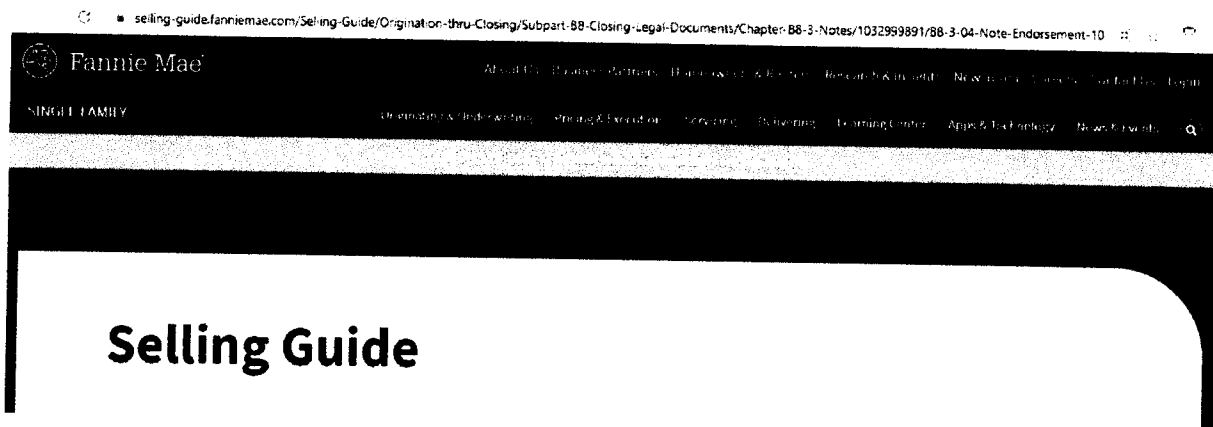
Title:

Authorized Signatory

EXHIBIT A

[REDACTED]

APPENDIX 8
RULE B 8 3-
04



Selling Guide

Get Instant Answers:

Powered by Bold360ai

For best results, pose your search like a question.

- [Home](#)
- [Selling Guide](#)
- [Origination thru Closing](#)
- [Subpart B8: Closing: Legal Documents](#)
- [Chapter B8-3: Notes](#)

B8-3-04, Note Endorsement (10/02/2019)

Share this answer

Share this answer

Introduction

This topic contains information on note endorsement, including:

- [Note Endorsement](#)
- [Using an Allonge for the Endorsement](#)
- [Signature Requirements for Endorsements](#)

Note Endorsement

The originating lender must be the original payee on the note, even when MERS is named as nominee for the beneficiary in the security instrument. The note must be endorsed to each subsequent owner of the mortgage unless one or more of the owners endorsed the note in blank. The last endorsement on the note should be that of the mortgage seller. The mortgage seller must endorse the note in blank and without recourse.

For example:

PAY TO THE
ORDER OF WITHOUT RECOURSE LENDER'S NAME (Authorized Signature)
NAME OF AUTHORIZED SIGNER TITLE OF AUTHORIZED SIGNER

Using an Allonge for the Endorsement

The endorsement must appear on the note. An allonge may be used for the endorsement as long as the following requirements are met:

- The form and content of the allonge used must comply with all applicable state, local, or federal law governing the use of allonges and result in an enforceable and proper endorsement to the note.
- The allonge must be permanently affixed to the related note and must clearly identify the note by referencing at least the name of the borrower(s), the date of the note, the amount of the note, and the address of the security property.
- The note must clearly reference the attached allonge.
- Fannie Mae's status as a "holder in due course" must not be impaired.

Any subsequent endorsements should be, but are not required to be, placed on the allonge.

The lender must indemnify Fannie Mae (as described in A2-1-03, Indemnification for Losses) for any losses incurred by Fannie Mae as a result of the use of an allonge for the note endorsement(s).

Signature Requirements for Endorsements

The endorsement should be signed only by those persons specifically authorized to execute documents in the lender's behalf. Signatures must be original, except that Fannie Mae accepts a lender's facsimile endorsement of notes for those jurisdictions in which the lender has determined that such endorsements are valid and enforceable.

A lender that chooses to use facsimile signatures to endorse notes must warrant that the endorsement is valid and enforceable in the jurisdiction(s) in which the security properties are located and must retain in its corporate records the following specific documentation authorizing the use of facsimile signatures:

- legal opinions related to the legality and enforceability of facsimile signatures for each jurisdiction in which the lender uses them;
- a resolution from the lender's board of directors authorizing specific officers by name or title to use facsimile signatures, stating that facsimile signatures are a valid and binding act on the lender's part, and authorizing the lender's corporate secretary to certify the validity of the resolution, and the names or titles of the officers authorized to execute documents by using facsimile signatures, and the authenticity of specimen forms of facsimile signatures;
- the corporate secretary's certification of the authenticity and validity of the board of director's resolution;
- a notarized certification of facsimile signature, which includes both the facsimile and the original signatures of the signing officer(s) and each officer's certification that the facsimile is a true and correct copy of his or her original signature.

The mortgage seller may not delegate to an attorney-in-fact its authority to execute an endorsement. The endorsement may not be executed by a party using a power of attorney.

APPENDIX 9

Mortgage

618863



MORTGAGE

Recorded
OCT. 04, 2004 AT 11:58AM
CONNIE J WODLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$41.00

Document Number: Loan Number: 142510

Return Address: ASHTON FINANCIAL LLC
245 SOUTH EXECUTIVE, SUITE 365
BROOKFIELD, WISCONSIN 53005

Parcel I.D. Number: J G 2600017

41.00

MIN: 100180100001425105

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated SEPTEMBER 23, 2004, together with all Riders to this document.
- (B) "Borrower" is KAREN FELT AND RICHARD FELT, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is ASHTON FINANCIAL LLC

Lender is a LIMITED LIABILITY CORPORATION organized and existing under the laws of WISCONSIN
Lender's address is 245 SOUTH EXECUTIVE, SUITE 365, BROOKFIELD, WISCONSIN 53005

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 23, 2004
The Note states that Borrower owes Lender THREE HUNDRED SIXTY THOUSAND AND 00/100 Dollars (U.S. \$360,000.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2034

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of WALWORTH :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

A.P.N. #: J G 2600017

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which currently has the address of N3030 MARSHALL LANE

TOWN OF GENEVA, Wisconsin 53147 (Street) ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the

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repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement

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is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

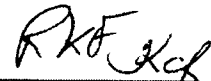
6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water



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from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

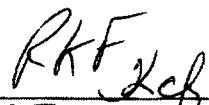
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of



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payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action

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can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Karen felt (Seal)
KAREN FELT -Borrower

Richard R. Felt (Seal)
RICHARD FELT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

618863

State of Wisconsin

County of Dane

This instrument was acknowledged before me on
by KAREN FELT, RICHARD FELT

9/23/04



(Seal)

Lorrie J. Kaoppel
Notary Public

My commission expires:

8/27/06

This instrument was drafted by:

Michael Johnson

618863

MIN: 100180100001425105

Loan Number: 142510

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of SEPTEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ASHTON FINANCIAL LLC, LIMITED LIABILITY CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

N3030 MARSHALL LANE, TOWN OF GENEVA, WISCONSIN 53147
 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.240%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2006, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.



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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 990/1000 percentage points (5.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.240 % or less than 7.240 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.240 %. My interest rate will never be less than 7.240 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

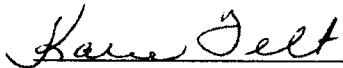
618863

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



KAREN FELT (Seal)
-Borrower



RICHARD FELT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

APPENDIX 10

Assignment of the Mortgage

DOCUMENT#: 981465
Recorded: 01-16-2019 at 02:52 PM
DONNA R PRUESS REG OF DEEDS
WALWORTH COUNTY, WISCONSIN
Pages: 3 Fee Amount: \$30.00

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

Prepared By:

Bill Koch, Document Control Officer
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Drive
Salt Lake City, UT 84119
(800) 258-8602

When recorded mail to:

Solidifi Title & Closing
127 John Clarke Road
Middletown, RI 02842

Client Ref. #: 0017333527

ASSIGNMENT OF MORTGAGE

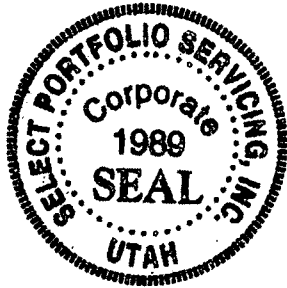
FOR VALUE RECEIVED, the undersigned, Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, as Indenture Trustee, for the CSMC 2015-RPL2 Trust, Mortgage-Backed Notes, Series 2015-RPL2, its successors and assigns, forever by Select Portfolio Servicing, Inc. as Attorney-in-fact, whose address is, c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive, Salt Lake City, Utah 84119 hereby assign and transfer to U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS1 whose address is c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive, Salt Lake City, Utah 84119, all its right, title and all beneficial interest in and to a certain Mortgage, executed by Karen Felt and Richard Felt, husband and wife as joint tenants to Mortgage Electronic Registration Systems, Inc., as nominee for Ashton Financial LLC, its successors and assigns bearing the date of September 23, 2004 and recorded on October 4, 2004, with an original loan amount of \$360,000.00 in the office of the Recorder of Walworth County, State of WI, in Book NA at Page NA or Instrument # 618863.

Property Address: N3030 Marshall Lane, Lake Geneva, WI 53147
Legal Description: See Attached Exhibit A.
PIN # APN: JG2600017

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

JAN 02 2019

Wilmington Savings Fund Society, FSB, D/B/A
Christiana Trust, as Indenture Trustee, for the
CSMC 2015-RPL2 Trust, Mortgage-Backed Notes,
Series 2015-RPL2, its successors and assigns,
forever by Select Portfolio Servicing, Inc. as
Attorney-in-fact



Adam J. Bandis

By: ADAM J. BANDIS
DOCUMENT CONTROL OFFICER

Title: _____

State of Utah

County of Salt Lake

On JAN 02 2019, before me, Lacey Blanchfield, Notary Public,

Document Control Officer

Personally appeared Adam J. Bandis (Name, Title)
of Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, as Indenture Trustee, for the CSMC 2015-RPL2 Trust, Mortgage-Backed Notes, Series 2015-RPL2, its successors and assigns, forever by Select Portfolio Servicing, Inc. as Attorney-in-fact, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in he/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

[Handwritten Signature]

Notary Public in and for said County and State

My Commission Expires: 12/20/2020 (SEAL)

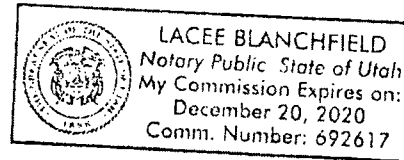


EXHIBIT A

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

A.P.N. #: J G 2600017

APPENDIX 11

Home

Modification



Walworth County
Clerk of Circuit Court
2019CV000164
OCT 16 2019
Honorable David M. Reddy
Branch 4

MODIFICATION AGREEMENT

This Modification Agreement (the "Agreement") is dated as of September 12, 2013 but effective as of the Modification Effective Date defined herein, by and between KAREN FELT (collectively, the "Borrower") and Caliber Home Loans, Inc., for the benefit of the current noteholder (the "Servicer").

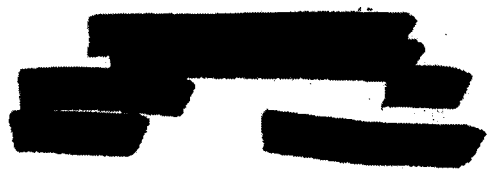
RECITALS:

- A. Borrower currently has a mortgage loan, serviced by Servicer (the "Loan"), secured by real property located at N3030 MARSHALL LANE, TOWN OF GENEVA WI 53147-3553 (the "Property"). The legal description of the Property is attached (if recordation of this Agreement is necessary);
- B. Borrower executed and delivered the following documents, among others, related to the Loan (collectively, the "Loan Documents"):
 - 1) Note dated September 23, 2004 in the original principal amount of \$ 360,000.00 (the "Note"), with a maturity date of October 1, 2034 ("Maturity Date").
 - 2) Mortgage or Deed of Trust on the Property to secure, and bearing the same date as the Note recorded in the records of WALWORTH County, WI.
- C. As of September 12, 2013, amounts due and outstanding under the Note but not paid by Borrower total \$ 437,059.21, consisting of unpaid principal of \$ 335,635.85, accrued but unpaid interest of \$ 73,838.50, and unpaid fees and/or advances due to Servicer of \$ 27,584.86. A portion of the advances due to Servicer includes advances for taxes and insurance (known as the "Ancillary").
- D. Borrower is in default under the Loan Documents, and Servicer has properly accelerated the Note or may, at Servicer's option, accelerate the Note.
- E. Borrower has delivered to Servicer documentation of Borrower's current financial situation as requested by Servicer and, as an accommodation to Borrower, Servicer has offered to modify the terms of the Loan as described herein.

Borrower and Servicer (collectively, the "Parties"), agree as follows:

- 1. **Borrower's Representations.** Borrower hereby certifies and represents to Servicer:
 - A. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Loan Documents, and (ii) does not have sufficient income or access to sufficient liquid assets to make the existing scheduled monthly mortgage payments now or in the near future;
 - B. The Property has not been condemned or is not subject to condemnation proceedings;
 - C. There has been no change in the ownership of the Property since Borrower signed the Loan Documents;
 - D. Borrower has provided documentation as requested by Servicer including documentation for all income that Borrower receives (and understands that Borrower is not required to disclose child support or alimony unless Borrower chooses to rely on such income when requesting to qualify for the modification described in this Agreement);
 - E. All documents and information Borrower has provided to Servicer in connection with this Agreement are true and correct;
 - F. If Servicer requires Borrower to obtain credit counseling in connection with the execution of this agreement, Borrower will do so within 30 days of execution of this Agreement and provide Servicer with proof thereof; and
 - G. No fraud or deception occurred with respect to the origination or servicing of the Loan Documents.

EXHIBIT C



2. **Preconditions to Effectiveness of Agreement.** Borrower agrees to sign and return the original signed Agreement to Servicer where indicated below on or before September 20, 2013. Upon receipt of Borrower's signed Agreement, Servicer will determine, in its sole discretion, whether Borrower's representations in Section 1 of this Agreement continue to be true and correct in all material respects. If Servicer determines that the representations continue to be true and correct, then Servicer will execute this Agreement where indicated below, and the modifications to the Loan Documents described herein will become effective on the date inserted by Servicer under its signature below (the "Modification Effective Date"). If Servicer determines that any of Borrower's representations are not true and correct, then Servicer will not be obligated or bound to execute this Agreement or to modify the Loan Documents as described herein, the Loan Documents will not be modified as described herein, this Agreement will be null and void, and Servicer will retain all rights and remedies under the Loan Documents.

3. **Modification of the Loan Documents.** If the preconditions described in Section 2 above have been satisfied, both Parties have signed the Agreement, and Servicer has completed the Modification Effective Date below, then the Loan Documents are hereby modified as follows:

The new principal balance of the Note is \$ 335,635.85 ("New Principal Balance"). The new modified balance of the Loan, which includes unpaid principal, interest accrued but not paid, and all outstanding Servicer fees, charges and advances, will be \$ 437,059.21 ("New Modified Balance") (the total due as of date of this document September 12, 2013), and includes Servicer's deferral of unpaid principal under the Note in the amount of \$ - ("Deferred Principal"). Interest at the rate of 4% will begin to accrue on the New Principal Balance as of October 1, 2013 and through the Reduction Period Maturity Date (defined below). The first new monthly payment on the New Modified Balance of \$ 335,635.85 will be due on November 1, 2013, and subsequent payments through the Reduction Period Maturity Date will be due on the same day of each month thereafter. In addition to this payment, Servicer may as allowed by the loan documents and the Real Estate Settlement Procedures Act collect deposits to an escrow account for the payment of real property taxes, insurance and other escrow items. The new maturity date will be October 1, 2034 ("New Maturity Date").

The Deferred Principal, accrued but unpaid interest and a portion of the unpaid fees listed in Recital "C", will be deferred to the end of the loan and will be due and payable on the New Maturity Date. The balance of fees not deferred will remain on the loan until paid.

Beginning on November 1, 2013 and ending at the Reduction Period Maturity Date as long as Borrower is not in default in payments due under this Agreement or other representations made in this Agreement, the new interest rate and monthly payments due through the Reduction Period Maturity Date are as follows:

New Interest Rate:	4%
Reduction Period Maturity Date:	October 1, 2015
Monthly Reduction Period Principal and Interest Payment Amount:	\$ 1,965.81
Monthly Escrow Payment Amount *:	\$ 341.87
Ancillary Monthly Payment**:	\$ 0.00
TOTAL MONTHLY PAYMENT:	\$ 2,307.68

* Servicer retains the right to adjust the Monthly Escrow Payment Amount during the Reduction Period as permitted by the Loan Documents and the Real Estate Settlement Procedures Act.

** Servicer retains the right to adjust the Ancillary Monthly Payment Amount during the Reduction Period as permitted by the Loan Documents.



The terms in Section 3 of this Agreement shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate. If the Loan Documents do not provide for the establishment of an escrow account for property taxes and insurance to be held and disbursed by the Servicer (referred to herein as "T&I Escrow"), then Borrower will pay Servicer the Monthly Escrow Payment Amount set forth above for Servicer to place in a T&I Escrow Account, and Servicer will pay property taxes and insurance premiums on the Property as they become due.

If Servicer makes advances for payment of taxes or insurance, accrues interest, or posts late or other fees to the Loan, each of which is permissible under the Loan Documents to add to amounts outstanding under the Note, between the date Servicer generates this Agreement and the date this Agreement is fully executed, then Servicer may adjust the New Modified Balance as necessary to account for these amounts, and will send an appropriate written notice of such adjustment to Borrower.

If Borrower delivers all payments described above and as required herein through the Reduction Period Maturity Date, and if Borrower is not otherwise in default under the Loan Documents or this Agreement at the Reduction Period Maturity Date, then upon the Reduction Period Maturity Date, Borrower will continue making payments in accordance with the interest rate and additional terms required by the Loan Documents without regard to this Agreement. Final Payment will reflect the Deferred Principal, which will be due and owing no later than the New Maturity Date of the Loan.

4. **Events of Default.** If Borrower fails to make any of the payments described in Section 3 of this Agreement within fifteen (15) days after the due date thereof, or otherwise fails to comply with any of the terms, conditions, representations or agreements set forth in this Agreement or in the Loan Documents, then such failure constitutes an event of default under this Agreement and the Loan Documents. Upon Borrower's default and the expiration of any right to cure under the Loan Documents, or as prescribed by applicable law, at Servicer's option and upon Servicer's delivery of notice to Borrower, this Agreement shall become null and void as though it had never existed, and Servicer's rights and Borrower's obligations will be determined without regard to this Agreement. Furthermore, and unless federal or state law requires, Servicer will be entitled to (i) resume foreclosure activities and complete any foreclosure of the Property, and (ii) state as due under the Note an amount calculated pursuant to the Loan Documents without regard to this Agreement, though giving credit for any payments made hereunder as provided for in the Loan Documents. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.
5. **Additional Agreements.** The Parties further agree to and acknowledge each of the following:
 - A. That all persons who signed the Loan Documents, or their authorized representative(s), have signed this Agreement, unless a Borrower is deceased or the Servicer has waived this requirement in writing.
 - B. That this Agreement shall supersede the terms of any modification or forbearance that the Parties previously entered into with respect to the Loan.
 - C. That Borrower will comply with any agreement or obligation in the Loan Documents to make all payments of taxes, insurance premiums, assessments, refunds of advances due Servicer, impounds, and all other payments, the amount of which may change periodically over the term of the Loan.
 - D. That this Agreement constitutes notice that the Servicer's waiver as to payment of T&I Escrow amounts due to Servicer, if any, in the Loan Documents is hereby revoked, and that Borrower has been advised of the amount needed to fully fund the T&I Escrow Account. Unless expressly required by applicable law, Servicer shall not be required to pay Borrower any interest with respect to the T&I Escrow Account. Unless expressly prohibited by law, Borrower hereby waives the right to receive interest with respect to the T&I Escrow Account.
 - E. That the Loan Documents are composed of duly executed, valid, binding agreements, enforceable in accordance with their terms creating a valid and enforceable lien against the Property, and that the Parties hereby reaffirm the Loan Documents.

- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, Servicer and Borrower will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without Servicer's prior written consent, Servicer may, at its option, require immediate payment in full of all sums secured by the Loan Documents defined in Recital B(1) of this Agreement. However, Servicer shall not exercise this option if federal or other applicable law or regulation prohibits the exercise of such option as of the date of such sale or transfer. If Servicer exercises this option, Servicer shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums due under the Note. If Borrower fails to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstances, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. Nothing herein shall be deemed to be a waiver of any default that exists as of the date hereof, whether declared by the Servicer or not, it being expressly agreed that any such default shall continue to exist until Borrower fully performs each and every condition hereof.
- J. As a material part of the consideration for Servicer entering into this Agreement, except as prohibited by applicable law, Borrower (i) releases and holds harmless any current or prior Servicer or note-holder from and against any claims, actions and defenses arising out of or relating to the Loan Documents or the servicing of the Loan (ii) represents and warrants that Borrower has no right of set-off or counterclaim or any defense to the obligations under the Loan Documents. Borrower hereby confirms that this Agreement represents the entire agreement between Borrower and Servicer with respect to the subject matter herein, and that no other prior terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning the modification of the Loan Documents that are inconsistent with the terms of this Agreement shall affect the Loan Documents or negate the operation and effect of this Agreement.
- K. Any expenses incurred in connection with the servicing of the Loan, but not yet charged to the account as of the date of this Agreement, may be charged to the Loan and secured by the Mortgage after the Modification Effective Date.
- L. Borrower will execute such other documents or papers as may be reasonably necessary or required by Servicer to effectuate the terms and conditions of this Agreement.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

In Witness Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

Karen C. Felt
Borrower Signature

[Signature]
Witness Signature

Date: 9-25-13

Borrower Signature

9-25-13
Witness Signature

Date: _____

SERVICER

Caliber Home Loans, Inc., for the benefit of the current noteholder

By: Ruth Aaron

9/30/13
Modification Effective Date
(Determined by Servicer)



02/10/2021 Document 7 Filed 02/14/2021 Page 1 of 6

FILED
03-14-2019
Walworth County
Clerk of Circuit Court
2019CV000164
Honorable David M. Reddy
Branch 4

Investor Loan [REDACTED]

**HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)**

DIGIMAIL MAR 14 2017

Borrower ("I"): **KAREN FELT**
Lender or Servicer ("Lender"): **Select Portfolio Servicing, Inc.**
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **September 23, 2004**
Loan Number: [REDACTED]
Property Address [and Legal Description if recordation is necessary] ("Property"):
**N3030 MARSHALL LANE
TOWN OF GENEVA, WI 53147**

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

[REDACTED]

1. If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3157
Deferred Principal Balance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT D

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **April 1, 2017** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on **April 1, 2017**.

A. The Maturity Date will be: **March 1, 2055**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, Unpaid Amounts) less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$472,906.19** (the "New Principal Balance"). The New Principal Balance will consist of two (2) parts: (i) an amount which will accrue interest at the Note rate shown below, and on my monthly statement as Interest Bearing Principal Balance and (ii) an amount which will not accrue interest, shown below, and on my monthly statement as Deferred Principal Balance.

C. **\$89,606.19** of the New Principal Balance shall be deferred (the Deferred Principal Balance) and I will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the Interest Bearing Principal Balance and this amount is **\$383,300.00**. Interest at the rate of **2,000%** will begin to accrue on the Interest Bearing Principal Balance as of **March 1, 2017** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **April 1, 2017**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000%	03/01/2017	\$1,160.73	\$631.53, may adjust periodically	\$1,792.26, may adjust periodically	04/01/2017	60
6	3.000%	03/01/2022	\$1,348.50	May adjust periodically	May adjust periodically	04/01/2022	12
7	4.000%	03/01/2023	\$1,546.70	May adjust periodically	May adjust periodically	04/01/2023	12
8-38	4.125%	03/01/2024	\$1,571.89	May adjust periodically	May adjust periodically	04/01/2024	372
A final balloon payment on the Interest Bearing Principal Balance of \$36,151.47 is due on the Maturity Date.							

The Deferred Principal Balance of **\$89,606.19** will be due as a balloon payment on the earlier of, payoff of the Interest Bearing Principal Balance, transfer of the property or on the Modified Maturity Date. The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance less any Deferred Principal Reduction Amount to which I am entitled, and any other amounts still owned under the Loan Documents by the earliest of (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or other Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3157

Deferred Principal Balance

EXHIBIT D

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

- J. That I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, 888-679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due \$36,151.47 on the date your lien matures on March 1, 2055. The amount due at maturity is in addition to your monthly scheduled payment and the principal forbearance of \$89,606.19 that you received as part of your modification.

In Witness Whereof, the Lender and I have executed this Agreement.

Select Portfolio Servicing, Inc.

Karen Jelt (Seal)
KAREN FELT

3/13/17 Date

By: _____ (Seal)

_____ Date _____ Date

[Space Below This Line For Acknowledgement]

APPENDIX 12

**See Appendix
10**

APPENDIX 14
Motion Ex
parte
Communications

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not
In its individual capacity but soley as
Owner trustee for Legacy Mortgage Asset
2018-GSI

Case No 2019 CV 000164

Vs.

Karen Felt, Richard Felt
Christopher Stoller, assignee et al.,
Defendants,

**NOTICE OF FILING DEFENDANTS RESPONSE TO PLAINTIFF'S MOTION FOR CONFORMATION OF SALE
AND CROSS MOTION FOR DIRECT CIVIL CONTEMPT AND REQUEST FOR HEARING BEFORE ANOTHER
JUDGE**

Christopher Stoller, Assignee files his Response to Defendants to Plaintiff's Motion for Conformation of Sale and Cross Motion Direct Civil Contempt. For hearing before a different Judge other than Daniel S. Johnson on April 12, 2020 at 8:30am. Copies of the motion(s). Copies are attached.

/s/Christoher Stoller E.D.
415 Wesley Suite 1
Oak Park, Illinois 60302
773-746-3163 Email cns40@hotmail.com

TO:
William N. Foshag
Gray & Associates LLP
16345 West Glendale Drive
New Berlin Wi 53151
414 224 8494

Certificate of Service

I caused the foregoing to be served on the parties via U.S. mail first class on 4-5-2020.

/s/Christoher Stoller
415 Wesley Suite 1
Oak Park, Illinois 60302
773-746-3163 Email cns40@hotmail.com

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not
In its individual capacity but solely as
Owner trustee for Legacy Mortgage Asset
2018-GSI

Vs.

Karen Felt, Richard Felt
Christopher Stoller, assignee et al.,
Defendants,

Case No 2019 CV 000164

**DEFENDANTS RESPONSE TO PLAINTIFF'S MOTION FOR
CONFORMATION OF SALE AND CROSS MOTION FOR DIRECT CIVIL
CONTEMPT AND REQUEST FOR HEARING BEFORE ANOTHER JUDGE**

**MOTION AND REQUEST FOR HEARING BEFORE A DIFFERENC JUDGE ON DIRECT CIVIL
CONTEMPT**

NOW COMES THE PLAINTIFF CHRISTOPHER STOLLER 71, disabled senior citizens in support of their **MOTION AND REQUEST FOR HEARING BEFORE A DIFFERENC JUDGE ON DIRECT CIVIL CONTEMPT AGAINST_ATTORNEY** William N. Foshag¹ and his Law firm Gray & Associates.

Wisconsin Legislature: Chapter 785 [docs.legis.wisconsin.gov](https://docs.legis.wisconsin.gov/document/statutes) › document › statutes
98. **Contempt** of court: *Wisconsin's* erasure of the blurred distinction between *civil* and criminal **contempt**. 66 MLR 369 (1983). ... A person aggrieved by a **contempt** of court may seek imposition of a remedial sanction for the **contempt** by filing a **motion** for that purpose in the proceeding to which the **contempt** is related.

NON SUMMARY PROCEDURE

Chapter 785, Stats., outlines two procedures whereby a person may be found in contempt and punished.

REQUEST FOR HEARING BEFORE A DIFFERENT JUDGE

The Trial must be held before a different judge. In essence, the contumacious act becomes the subject of a new proceeding. *State v. Dewerth*, 139 Wis. 2d 544, 407 N.W.2d 862 (1987) Wisconsin Supreme Court

There is no reasonable doubt that the **direct civil contempt** of (Exhibit 1) did occur in the actual presence of the court, as required by sec. 785.03(2), Stats², by

Missing: ~~direct~~ | Must include: direct

785.01(1)(a) · 785.04 · 785.03 · 1997 Chapter 785

² summary procedure. Chapter 785, Stats., outlines two procedures whereby a person may be found in contempt and punished. Nonsummary procedure involves the filing of a motion or complaint, notice, and a hearing or trial on the contempt charge, which sometimes must be held before a different judge. In essence, the contumacious act becomes the subject of a new proceeding. Summary procedure, on the other hand, takes place immediately after the contumacious behavior. Section 785.03 provides:

"785.03 Procedure. (1) Nonsummary procedure, (a) *Remedial sanction*. A person aggrieved by a contempt of court may seek imposition of a remedial sanction for the contempt by filing a motion for that purpose in the proceeding to which the contempt is related. The court, after notice and hearing, may impose a remedial sanction authorized by this chapter.

Attorney William N. Foshag filing his **March 17, 2020 *ex parte* communication**) (**Exhibit 1**) to Judge Daniel S. Johnson, in violation of § 76.15 *Ex parte* communications.

. See a true and accurate reproduction of the *ex parte* communication (Exhibit).

Attorney William N. Foshag and his law firm engaged in Ex Parte

Communication³

William N. Foshag *Ex Parte* Communication (Exhibit 1) was an attempt (not

***551" (b) Punitive sanction.** The district attorney of a county, the attorney general or a special prosecutor appointed by the court may seek the imposition of a punitive sanction by issuing a complaint charging a person with contempt of court and reciting the sanction sought to be imposed. The district attorney, attorney general or special prosecutor may issue the complaint on his or her own initiative or on the request of a party to an action or proceeding in a court or of the judge presiding in an action or proceeding. The complaint shall be processed under chs. 967 to 973. If the contempt alleged involves disrespect to or criticism of a judge, that judge is disqualified from presiding at the trial of the contempt unless the person charged consents to the judge presiding at the trial.

"(c) Joint hearing and trial. The court may hold a hearing on a motion for a remedial sanction jointly with a trial on a complaint seeking a punitive sanction.

" (2) Summary procedure. The judge presiding in an action or proceeding may impose a punitive sanction upon a person who commits a contempt of court in the actual presence of the court. The judge shall impose the punitive sanction immediately after the contempt of court and only for the purpose of preserving order in the court and protecting the authority and dignity of the court.

³ <https://www.waukeshacounty.gov/writingletterstothecourt>

allowable by law) to communicate with the court in writing, without the knowledge or consent of the other party, Christopher Stoller. The Written correspondence (letter) of William N. Foshag to the court (**Exhibit 1**) is considered to be *ex parte* when there was nothing written in the letter (**Exhibit 1**) to indicate that Christopher Stoller received a copy. See a true and correct reproduction of the bottom portion of Mr. Foshag's letter to Judge Daniel S. Johnson dated March 17, 2020 marked as (Exhibit 1) . below:

WNF/jw
Enclosures
cc: Richard Felt
Susan M. Knepel
Karen Felt

When this occurs the court official may not consider the contents and must issue sanctions against William N. Foshag , and his law firm

Attorney William N. Foshag and his law firm. violated: **28 CFR § 76.15 - Ex parte communications:**

- CFR

[prev](#) | [next](#)

§ 76.15 Ex parte communications.

(a) Generally. The Judge shall not consult with any party, attorney or person (except persons in the office of the Judge) on any legal or factual issue unless upon notice and opportunity for all parties to participate. No party or attorney representing a party shall communicate in any instance

with the Judge on any matter at issue in a case, unless notice and opportunity has been afforded for the other party to participate. This provision does not prohibit a party or attorney from inquiring about the status of a case or asking questions concerning administrative functions or procedures.

(b) Sanctions. A party or participant who makes a prohibited *ex parte* communication, or who encourages or solicits another to make any such communication, may be subject to any appropriate sanctions. An attorney who makes a prohibited *ex parte* communication, or who encourages or solicits another to make any such communication, may be subject to sanctions, including, but not limited to, exclusion from the proceedings.

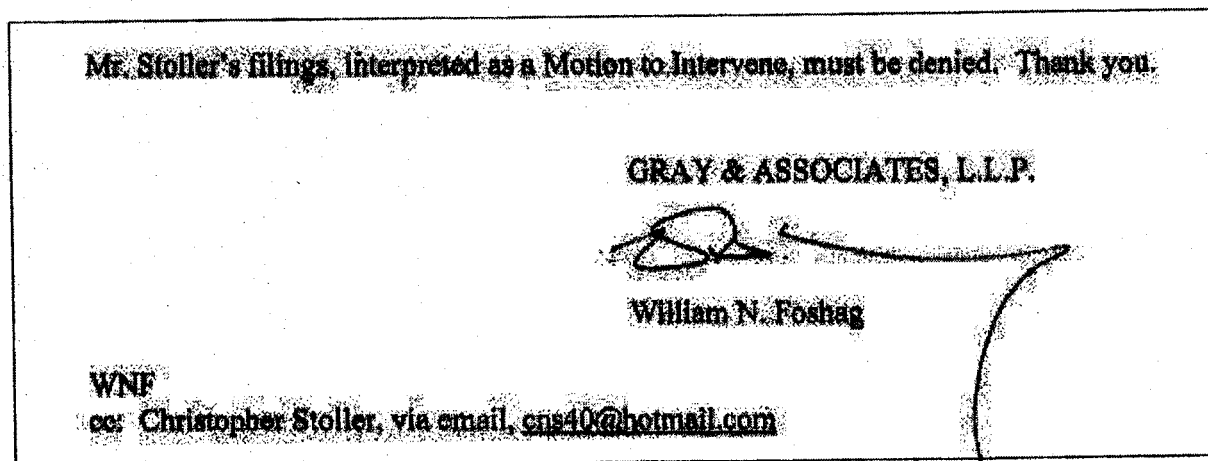
The Defendant Christopher Stoller was not served with copies of the *ex parte* communication **Exhibit 1** prior to it being sent to the court. Christopher Stoller happened to find out about by Defendant Richard Felt calling Christopher Stoller Attorney William Foshag had sent the court an *ex parte* communication without notice and without giving Christopher Stoller, assignee (See Exhibit 2) the Plaintiff's an opportunity to file his response to Plaintiff's Motion for confirmation of Sale (Exhibit 1). Attorney William Foshag did not want to give Christopher Stoller the opportunity to participate in the hearing before the court on April 13, 2020 in direct violation of his due process rights such action amounts to "intrinsic fraud"⁴ and , a clear violation of **§ 76.15 Ex parte communication.**

⁴⁴ "Extrinsic fraud is conduct which prevents a party from presenting his claim in court." *Wood v. McEwen*, 644 F.2d 797, 801 (9th Cir.1981). Under California law, extrinsic fraud is a basis for setting aside an earlier judgment. See *Zamora v. Clayborn Contracting Group, Inc.*, 28 Cal.4th 249, 121 Cal.Rptr.2d 187, 47 P.3d 1056, 1063 (2002).

There is Probable cause that Attorney William Foshag is guilty of committing "intrinsic fraud" and violating violated **§ 76.15 Ex parte communication** when facts and circumstances within the Court's knowledge would lead a reasonable person to believe that the William Foshag . conduct which prevents a party from presenting his claim in court." *Wood v. McEwen*, 644 F.2d 797, 801 (9th Cir.1981).

Secondly a reasonable person would come to the conclusion that that Attorney William Foshag has committed a violation of **76.15 Ex parte communication**⁵.

In correspondence that . Attorney William Foshag directed to Judge David M. Reddy in a letter dated March 3, 2020 Mr. William Foshag did send a copy to Christopher Stoller. See a true and correct reproduction of the bottom portion of Mr. Foshag letter to Judge Reddy reproduced below (Exhibit 3).



5

Judge disciplined for ex parte communications, independent ...

[www.wisconsinappeals.net > judge-disciplined-for-ex-parte-communications..](http://www.wisconsinappeals.net/judge-disciplined-for-ex-parte-communications..)

May 21, 2019 - In re Judicial Disciplinary Proceedings Against Piontek, 2019 WI 51, 5/21/19; case activity The supreme court suspends Judge Michael Piontek ...

7

MOTIVE FOR EX PARTE COMMUNICATION

Mr. William Foshag did not want to allow Christopher Stoller to Respond to Plaintiff's Motion for Conformation of Sale.

To foreclose⁶ on a mortgage that secures an instrument, a party must show that it is entitled to enforce the instrument by proving that it is the "holder" of the instrument or "a nonholder in possession of the instrument who has the rights of a holder."⁵ WIS. STAT. § 403.301. Generally speaking, a "holder" is the person in possession of the instrument, in this case the note. WIS. STAT. § 401.201(2)(km)1. (a "holder" is "[t]he person in possession of a [note] that is payable either to bearer or to an identified person that is the person in possession").

Plaintiff was not the "holder" of the instrument, in this case the note, in possession on the date they filed their erroneous foreclosure lawsuit.

The Felts had quit claimed their interest in the subject property to a third party for consideration in view of the fact that Legacy Mortgage Asset 2018-GSI was not the owner of the subject property, had no valid interest in the subject property.

Christopher Stoller filed a les Pendenz against the subject property on Feb 28, 2020. Christopher Stoller recorded the deed that divested the the Defendants Felts of their interest in the subject property to a bonafide third party which was recorded on March 3, 2020 prior to the time of the Sheriff's sale.

When the Sheriff's sale took place it took place the defendants Felts had no interest in the subject property. Legacy Mortgage Asset 2018-GSI, purchased "as is" the subject property what ever interest that the the Felts had on that date, which was no interest. Legacy Mortgage Asset 2018-GSI, has actual and constructive notice that on the date they acquired their interest in the subject property from the Defendant Felts, that the Defendant Felts had no in legal interest in the subject property.

⁶ 2018 WI App 25 COURT OF APPEALS OF WISCONSIN PUBLISHED OPINION Case No.: 2017AP405 Complete Title of Case: †Petition for Review filed. THE BANK OF NEW YORK MELLON, PLAINTIFF-RESPONDENT, V. GLORIA J. KLOMSTEN AND STEVEN S. KLOMSTEN, DEFENDANTS-APPELLANTS

Jacquart v. Jacquart, 183 Wis. 2d 372, 380-81, 515 N.W.2d 539 (Ct. App. 1994); WIS. STAT. RULE 809.10(4).

The conformation of the sheriff sale will not give the Legacy Mortgage Asset 2018-GSI any rights to possession of the subject property nor any rights of ownership of the subject property. The conformation of sale will only give the Legacy Mortgage Asset 2018-GSI the rights to what the Felt's possessed in the property, after they had already quit claimed there to a third party. Therefore the Legacy Mortgage Asset 2018-GSI has no legal interest in the subject property. Because they purchased the interest of the defendant Felts and at the time the Defendant Felts, had no legal interest in the subject property.

PIG IN THE POKE

What Legacy Mortgage Assett 2018 GSI bought was a "pig in the poke."⁷ They had actual and constructive notice prior to their purchase by the Defendants' filing of a liz pendens, with the Recorders office of Walworth County. And the recording of the deed to the subject property prior to the Legacy Mortgage Assett 2018 GSI purchase.

The Defendant Christopher Stoller has filed an appeal of this court's July 23, 2019 Order and this court's March 4, 2020 Order. (Exhibit

1. The Jurisdiction of the appellate court attaches upon the proper filing of a notice of appeal. When the notice of appeal was filed on March 23, 2020, the appellate court's jurisdiction attaches *instanter*, and the cause is beyond the jurisdiction of this trial court.⁸ Accordingly, the Defendant Christopher notice of appeal divested this circuit court of jurisdiction.

⁷⁷ A **pig in a poke** is a thing that is bought without first being inspected, and thus of unknown authenticity or quality.¹¹ The idiom is attested in 1555: https://en.wikipedia.org/wiki/Pig_in_a_poke The origin of the expression pig in a poke comes from the 1500s when a "poke" was a sack, and merchants would sell goods in pokes for sale unseen. A merchant suspectedly would go to his poke home and went to release the poke, a broken duck, goose, or some other animal less valuable than a pig would come out of the bundle instead. The advice being given is "don't buy anything until you have seen it."

⁸ . Daley, 106 Ill.2d at 37, 86. Ill.Dec. 918, 476 N.E.2d.

2. "Once a notice of appeal is filed, the trial court may not enter any order changing or modifying a judgment or its scope, or interfering with the review of that judgment..⁹
3. This court can **NOT** change or modify any its previous orders entered in this case. The Wisconsin Appellate Court can now sort out this case.

WHEREFORE THE defendant Christopher Stoller prays that the court must send Attorney William Foshag contempt to be heard by another judge. Defendant requests that Attorney William Foshag be disqualified from this proceeding and any pleadings filed by him be stricken. To refer Attorney William Foshag to the Wisconsin Bar Association for violating the Wisconsin Rules of Professional Counduc. That the court restrain from conforming the sale pending resolution of this matter before the Arizona Appellate Court.

In the alternative, to stay this matter pending review of the Defendant's pending Appeal. To grant the Defendant an additional 28 days to respond to the Plaintiff's Motion for Conformation of Sale, by allowing the Defendant time to file his motion before the Appellate Court to stay the conformation

.Plaintiff(s) In the alternative, Plaintiffs' request that the court stay this proceeding, pending the Plaintiffs' immediate appeal

1. ⁹. In re Marriage of Ward, 267 Ill.App.3d at 44, 204 Ill. Dec 449, 641 N.E.2d 879.

Respectfully submitted,

/s/Christopher Stoller

P.O. Box 60645
Chicago, Illinois 6060
773-746-3163
Cns40@hotmail.com
Ldms4@hotmail.com

EXHIBIT 1

Gray & Associates, L.L.P.
ATTORNEYS AT LAW
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404
FAX (414) 224-1279

March 17, 2020

The Honorable Daniel S. Johnson
Circuit Court Judge
1800 County Highway NN, P.O. Box 1001
Elkhorn, WI 53121-1001

RE: U.S. Bank Trust National Association v. Karen Felt, et al
Case No. 19-CV-000164

Dear Judge Johnson:

Enclosed are the following documents in regards to the above matter:

- Order Confirming Sale
- Notice of Application for Confirmation of Sale with affidavit in support
- Certification of Mailing

The motion for confirmation of sale is scheduled for April 13, 2020 at 8:30 AM. We will be appearing at the hearing by phone. If no one appears in opposition to our motion, please sign the Order.

Thank you for your attention to this matter.

Sincerely,
Gray & Associates, L.L.P.


William N. Foshag

WNF/jw

Enclosures

cc: Richard Felt
Susan M. Knepel
Karen Felt

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN**CIRCUIT COURT****WALWORTH COUNTY**

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GSI

ORDER CONFIRMING SALE

Case No. 19-CV-000164

Plaintiff,

vs.

**The Honorable
Daniel S. Johnson**

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a Richard K. Felt, Curtis Ambulance Service and The United States of America, Department of Treasury Internal Revenue Service

Defendants.

Upon the application of the plaintiff through its attorneys, Gray & Associates, L.L.P., and upon reading and filing the report of the sheriff, and upon the records, files and proceedings herein,

IT IS HEREBY ORDERED that the sale of the mortgaged premises to the plaintiff for the sum of \$335,750.00 is confirmed.

IT IS FURTHER ORDERED that upon entry of the Order, the Clerk of Circuit Court shall transmit the Sheriff's Deed to the Register of Deeds or notify the Register of Deeds that the Sheriff's Deed is available in the clerk's office, pursuant to Wis. Stat. § 846.16.

IT IS FURTHER ORDERED that the plaintiff is entitled to a writ of assistance for the removal of the defendants.

IT IS FURTHER ORDERED that no deficiency judgment may be awarded to the plaintiff.

IT IS FURTHER ORDERED that following confirmation of sale, the United States shall have the period specified by 28 U.S.C. 2410(c) in which to redeem the property.

Attorneys for Plaintiff:

Gray & Associates, L.L.P.
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404

This is the final order for purpose of appeal.

Case No. 19-CV-000164

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS1

NOTICE OF MOTION AND MOTION FOR CONFIRMATION OF SHERIFF'S SALE

Plaintiff,

Case No. 19-CV-000164

vs.

The Honorable Daniel S. Johnson

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a Richard K. Felt, Curtis Ambulance Service and The United States of America, Department of Treasury Internal Revenue Service

Defendants.

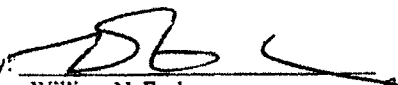
PLEASE TAKE NOTICE that on the thirteenth day of April, 2020, at 8:30 AM or as soon thereafter as counsel can be heard, the plaintiff by its attorneys, Gray & Associates, L.L.P., will appear in that branch of the circuit court for this county, presided over by the Honorable Daniel S. Johnson in said judge's courtroom in the Walworth County Judicial Center, 1800 County Highway NN, P.O. Box 1001, Elkhorn, WI 53121-1001, and will move the court for an order:

1. Confirming the sheriff's sale; and;
2. Directing the sheriff to physically remove the property's non-tenant occupants and their possessions from the property (writ of assistance).

PLEASE TAKE FURTHER NOTICE that the amount of plaintiff's judgment is \$481,235.67 and that the amount of the successful bid is \$335,750.00.

Dated this 17th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

William N. Foshag
 State Bar No. 1020417
 Case No. 19-CV-000164
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 (414) 224-8404

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS1

AFFIDAVIT IN SUPPORT OF MOTION TO CONFIRM

Plaintiff,

Case No. 19-CV-000164

vs.

The Honorable Daniel S. Johnson

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a Richard K. Felt, Curtis Ambulance Service and The United States of America, Department of Treasury Internal Revenue Service

Defendants.

STATE OF WISCONSIN)
)ss
WAUKESHA COUNTY)

The undersigned, William N. Foshag, being first duly sworn on oath, deposes and says:

- 1. That I am the attorney for the plaintiff in this case and that I have personal knowledge of the facts set forth herein based upon the mortgage documents and collection records in my possession.
2. That a copy of a tax bill, appraisal, or other evidence of value is attached hereto indicating the assessor's opinion of value.
3. That the plaintiff was the successful bidder at the sheriff's foreclosure sale in this matter at which the plaintiff bid the sum of \$335,750.00.
4. That the amount of the plaintiff's bid bears a reasonable relationship to the value of the mortgaged premises.
5. That upon information and belief no defendant is under any type of legal disability, incompetent, or in any branch of the military service of the United States.
6. That the affiant makes this affidavit in support of the plaintiff's motion for an order confirming the sale and the Sheriff's Report of Sale.

7. That the amount of the plaintiff's judgment is \$481,235.67 and that the amount of the successful bid is \$335,750.00.

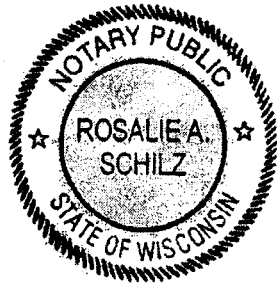
Dated this 17th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: [Signature]
William N. Foshag
State Bar No. 1020417
Case No. 19-CV-000164

Subscribed and sworn to before me
this 17th day of March, 2020.

Rosalie A. Schilz
Rosalie A. Schilz, Notary Public
State of Wisconsin
My commission expires: 11/20/2021.



GENEVA TOWN CLERK-TREASURER
N3496 COMO RD
LAKE GENEVA, WI 53147-1106

WALWORTH COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2019
REAL ESTATE

FELT, RICHARD K
FELT, KAREN A

Parcel Number: 010 J G 2600017
Bill Number: 468432

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
N3030 MARSHALL LA

N 1/2 SE 1/4 NE 1/4 SW 1/4 SEC 26 T2N R17E. RESERVING FOR USE OF PUBLIC AS HWY A STRIP OFF W SIDE 25' IN WIDTH. 5 A.

5.000 ACRES



468432/010 J G 2600017
RICHARD K FELT
KAREN A FELT
N3030 MARSHALL LN
LAKE GENEVA WI 53147

Please inform treasurer of address changes.

ASSESSED VALUE LAND 63,000	ASSESSED VALUE IMPROVEMENTS 251,900	TOTAL ASSESSED VALUE 314,900	AVERAGE ASMT. RATIO 0.934394141	NET ASSESSED VALUE RATE 0.01663916 <small>(Does NOT reflect credits)</small>	NET PROPERTY TAX 4956.14																																																																		
ESTIMATED FAIR MARKET VALUE LAND 67,400	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 269,600	TOTAL ESTIMATED FAIR MARKET VALUE 337,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 636.19	Garbage Collection 174.60																																																																		
<table border="1"> <thead> <tr> <th>TAXING JURISDICTION</th> <th>2018 EST. STATE AIDS ALLOCATED TAX DIST.</th> <th>2019 EST. STATE AIDS ALLOCATED TAX DIST.</th> <th>2018 NET TAX</th> <th>2019 NET TAX</th> <th>% TAX CHANGE</th> </tr> </thead> <tbody> <tr> <td>STATE OF WISCONSIN</td> <td>0</td> <td>0</td> <td>0.00</td> <td>0.00</td> <td></td> </tr> <tr> <td>WALWORTH COUNTY</td> <td>158,444</td> <td>173,747</td> <td>1,319.19</td> <td>1,334.37</td> <td>1.2%</td> </tr> <tr> <td>Town of Geneva</td> <td>310,715</td> <td>331,555</td> <td>659.12</td> <td>752.61</td> <td>14.2%</td> </tr> <tr> <td>Lake Geneva JI School Dist</td> <td>1,617,530</td> <td>1,684,555</td> <td>1,847.19</td> <td>1,754.00</td> <td>-5.0%</td> </tr> <tr> <td>Lake Geneva-Genoa City UHS</td> <td>578,898</td> <td>547,742</td> <td>1,127.58</td> <td>1,131.01</td> <td>0.3%</td> </tr> <tr> <td>Gateway Technical</td> <td>845,149</td> <td>848,147</td> <td>257.95</td> <td>267.68</td> <td>3.8%</td> </tr> <tr> <td>TOTAL</td> <td>3,510,736</td> <td>3,585,746</td> <td>5,211.03</td> <td>5,239.67</td> <td>0.5%</td> </tr> <tr> <td>FIRST DOLLAR CREDIT</td> <td></td> <td></td> <td>-79.18</td> <td>-75.11</td> <td>-5.1%</td> </tr> <tr> <td>LOTTERY AND GAMING CREDIT</td> <td></td> <td></td> <td>-192.29</td> <td>-208.42</td> <td>8.4%</td> </tr> <tr> <td>NET PROPERTY TAX</td> <td></td> <td></td> <td>4,939.56</td> <td>4,956.14</td> <td>0.3%</td> </tr> </tbody> </table>						TAXING JURISDICTION	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2019 EST. STATE AIDS ALLOCATED TAX DIST.	2018 NET TAX	2019 NET TAX	% TAX CHANGE	STATE OF WISCONSIN	0	0	0.00	0.00		WALWORTH COUNTY	158,444	173,747	1,319.19	1,334.37	1.2%	Town of Geneva	310,715	331,555	659.12	752.61	14.2%	Lake Geneva JI School Dist	1,617,530	1,684,555	1,847.19	1,754.00	-5.0%	Lake Geneva-Genoa City UHS	578,898	547,742	1,127.58	1,131.01	0.3%	Gateway Technical	845,149	848,147	257.95	267.68	3.8%	TOTAL	3,510,736	3,585,746	5,211.03	5,239.67	0.5%	FIRST DOLLAR CREDIT			-79.18	-75.11	-5.1%	LOTTERY AND GAMING CREDIT			-192.29	-208.42	8.4%	NET PROPERTY TAX			4,939.56	4,956.14	0.3%
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LOTTERY AND GAMING CREDIT			-192.29	-208.42	8.4%																																																																		
NET PROPERTY TAX			4,939.56	4,956.14	0.3%																																																																		
					TOTAL DUE: \$5,130.74 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY: JANUARY 31, 2020 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.																																																																		

FOR INFORMATION PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
---------------------	------------------------	--	--------------------	---------------------	------------------------	--	--------------------

PAY 1ST INSTALLMENT OF: \$2,548.47
BY JANUARY 31, 2020
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
GENEVA TOWN CLERK-TREASURER
N3496 COMO RD
LAKE GENEVA, WI 53147-1106
PIN# 010 J G 2600017
FELT, RICHARD K
BILL NUMBER: 468432

PAY 2ND INSTALLMENT OF: \$2,582.27
BY JULY 31, 2020
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
WALWORTH COUNTY TREASURER
100 W WALWORTH PO BOX 1001
ELKHORN, WI 53121
PIN# 010 J G 2600017
FELT, RICHARD K
BILL NUMBER: 468432

PAY FULL AMOUNT OF: \$5,130.74
BY JANUARY 31, 2020
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
GENEVA TOWN CLERK-TREASURER
N3496 COMO RD
LAKE GENEVA, WI 53147-1106
PIN# 010 J G 2600017
FELT, RICHARD K
BILL NUMBER: 468432



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not in its
individual capacity but solely as owner trustee for
Legacy Mortgage Asset Trust 2018-GS1

CERTIFICATION OF MAILING

Case No. 19-CV-000164

Plaintiff,

vs.

The Honorable
Daniel S. Johnson

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a
Richard K. Felt, Curtis Ambulance Service and The
United States of America, Department of Treasury
Internal Revenue Service

Defendants.

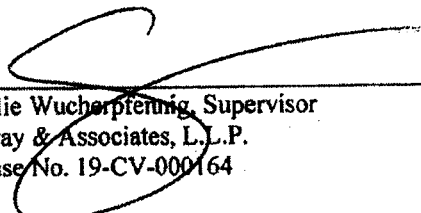
I hereby certify that on March 17, 2020, I mailed, properly enclosed in a postage paid envelope, by
registered mail, a copy of all documents delivered to the court by cover letter dated March 17, 2020 to
each of the following named persons, at the proper post office address set after the respective name, to wit:

Karen Felt a/k/a Karen A. Felt
N3030 Marshall Ln
Lake Geneva, WI 53147-3553

Richard Felt a/k/a Richard K. Felt
N3030 Marshall Ln
Lake Geneva, WI 53147-3553

Susan M. Knepel
Office of the United States Attorney
517 E Wisconsin Ave, Room 530
Milwaukee, WI 53202

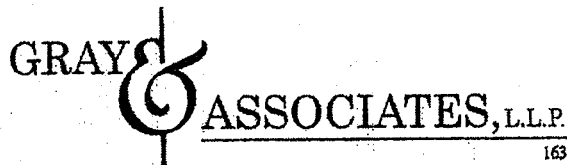
Dated this 17 day of March, 2020.


Julie Wucherpfening, Supervisor
Gray & Associates, L.L.P.
Case No. 19-CV-000164

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that
purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication
should not be construed as an attempt to hold you personally liable for the debt.

EXHIBIT 2

EXHIBIT 3



ATTORNEYS AT LAW

16345 WEST GLENDALE DRIVE • NEW BERLIN, WISCONSIN 53151
(414) 224-8404 • FAX (414) 224-1279WILLIAM N. FOSHAG
DIRECT DIAL: (414) 224-3490
E-MAIL: WFOSHAG@GRAY-LAW.COM

March 3, 2020

Hon. David M. Reddy
Walworth County Judicial Center
P.O. Box 1001
Elkhorn, WI 53121-1001

RE: U.S. Bank Trust National Association v. Karen Felt, et. al.,
Case No. 19-CV-164

Dear Judge Reddy:

This matter is set to come before the court at 10:00a.m. on the filings of a third party, Mr. Christopher Stoller. The filings are a blatant effort to delay this non-deficiency foreclosure and the upcoming March 5th sale. Mr. Stoller appears to have attempted a similar tactic in other foreclosure matters, namely, Walworth Co. Case Nos. 18-CV-522, and 17-CV-204. The most favorable interpretation of these filings is that Mr. Stoller is attempting to intervene in this case under *Wis. Stat. § 803.09*, based on the "assignment of claims and causes of action" that the Felts appear to have executed on February 15, 2020.

Intervention, whether as of right or permissive, must be viewed in practical terms, and when permissive by the court, is entirely within the court's discretion. *State ex. Rel. Bilder v. Township of Delevan*, 112 Wis. 2d 539, 550, 334 N.W.2d 252 (1983); *Milwaukee Bd. of Sch. Dirs. v. Milwaukee Teachers' Educ. Ass'n*, 143 Wis. 2d 591, 600 422 N.W. 2d 149 (Ct. App. 1988); *Hoppmann v. Reid*, 76 Wis. 2d 531, 534, 273 N.W.2d 298 (1979). The foreclosing plaintiff has a superior interest to whatever interest Mr. Stoller has been awarded to him by the Felts by virtue of the February 15, 2020 "assignment of claims and causes of action," and the

interest that he was granted is subject to the plaintiff's lis pendens, which was recorded March 19, 2019. *Wis. Stat. § 840.10.*, which reads in part:

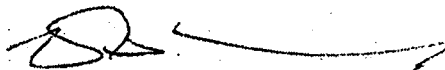
From the time of filing or recording every purchaser or encumbrancer whose conveyance or encumbrance is not recorded or filed shall be deemed a subsequent purchaser or encumbrancer and shall be bound by the proceedings in the action to the same extent and in the same manner as if the purchaser or encumbrancer were a party thereto.

Wis. Stat. § 840.10(1)(a). This is a non-deficiency foreclosure action. The only necessary party to clear title to the property is the owner of record as of the filing of the lis pendens. Whatever interest Mr. Stoller claims by virtue of the February 15, 2020 "assignment of claims and causes of action" is subject to the plaintiff's recorded lis pendens, and therefore, Mr. Stoller is not a necessary party under *Wis. Stat. § 803.03*. Mr. Stoller's attempt to intervene is not timely, his "motion" was not accompanied by a pleading with any basis in law, and it is an obvious attempt to delay or prejudice the adjudication of this action, and the rights of the foreclosing plaintiff.

Wis. Stat. § 803.09(1), (2), (3).

Mr. Stoller's filings, interpreted as a Motion to Intervene, must be denied. Thank you.

GRAY & ASSOCIATES, L.L.P.



William N. Foshag

WNF

cc: Christopher Stoller, via email, cns40@hotmail.com

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association,

Plaintiff,

Case No: 19-CV-164

v.

Karen Felt, et. al.,

Defendants.

ORDER

WHEREAS, the above matter came on for a hearing on March 3, 2020, the plaintiff having appeared through their counsel, Gray & Associates, LLP by William N. Foshag, and all other appearances, if any, as noted on the record, and;

WHEREAS, a third party, Christopher Stoller, filed several items on February 28, 2020 which would appear to be an attempt by Mr. Stoller to intervene in this action under *Wis. Stat. § 803.09*;

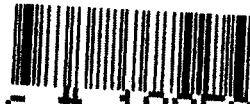
IT IS HEREBY ORDERED that for those reasons as stated on the record, the February 28, 2020 filings of third party, Christopher Stoller, viewed to be a Motion to Intervene under *Wis. Stat. § 803.09*, is DENIED.

EXHIBIT 4

NOTICE OF QUIT CLAIM DEED
(for the Property description)

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST,
RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF
THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF
GENEVA, WALWORTH COUNTY, WISCONSIN.

N5050 Marshall Ln Lake Geneva, WI 53147-3553



Doc # 1005228

Recorded
March 03, 2020 10:38 AM

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Transfer Fee: \$0.30
Total Pages: 3

This Space is reserved for
Recording data

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

JG2600017

Prepared By:
Christopher Stoller
PO Box 60645
Chicago, IL 60660
773-746-3163

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

Doc # 1005228

NOTICE OF QUIT CLAIM DEED

This Space is reserved for Recording data

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

QUIT CLAIM DEED

For consideration of ten dollars and other valuable consideration, Karen A. Felt and Richard K. Felt (Grantor(s)), quit claims, remiss and release unto Michael Stoller (Grantee) or his nominee, forever all right title, interest, claim and demand which it may have in and to the following real property together with all appurtenant rights, title and interest, in Walworth County, State of Wisconsin:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

This is not homestead property.

X *Karen A. Felt*

Karen A. Felt Grantor

Date

X *R.K. Felt*

Richard K. Felt Grantor

Doc # 1005228

State of Wisconsin
County of Walworth

This instrument was acknowledged before me on Date February 15, 2020

(Seal) KENNETH ETERNO
Notary Public
State of Wisconsin

Kenneth Eterno
Signature of Notary Public

Commission expires: 7/16/2021

Notary Public



Doc # 1005084

Recorded
February 28, 2020 1:48 PM

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Total Pages: 1

NOTICE OF LIS PENDENS

This Space is reserved for

Richard K. FELT
KAREN A FELT
GRANTOR

Christopher Stoller Assignee
GRANTEE

RETURN TO:

Christopher Stoller
P.O. Box 60645
Chicago, Illinois 60660

JG 2600017

LIS PENDENS

NOTICE IS HEREBY GIVEN THAT: The Action U.S. Bank et al v. Christopher Stoller Assignee Walworth County Case No 2019 CV 000164 (and any appeal) commenced and is pending in the above named court upon the underlying Complaint Said action affects the title to the real estate described as follows:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

Date 2-28-2020

Christopher Stoller

Prepared By:
Christopher Stoller

P.O. Box 60645

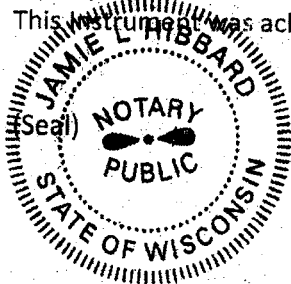
Chicago, Illinois 60660

Phone 773-746-3163

Email cns40@hotmail.com

State of Wisconsin
County of Walworth

This instrument was acknowledged before me on Date February 26th 2020



Jamie L. Hibbard
Signature of Notary Public

EXHIBIT 5

STATE OF WISCONSIN COURT OF APPEALS DISTRICT 2 COUNTY OF ORIGIN WALWORTH

Case Caption (Case Name)
 U.S Bank trust National Association et al.,
 Plaintiff- Appellee

DOCKETING STATEMENT

Circuit Court Case No. 2019CV164

Case Number Issued by Court of Appeals

v.
 Christopher Stoller, assignee et al.,
 Defendant- Appellant

Appellant(s) (Cross-Appellant)
 Christopher Stoller, Appellant

Attorney's Name and Address
 Christopher Stoller ED, Pro se
 P.O. Box 60645
 Chicago, Illinois 60660
 email cns40@hotmail.com
Attorney's Telephone Number
 773 746 3163

(Space for file stamp.)

Respondent(s) (Cross-Respondent)
 U.S Bank trust National Association et al.
 Appellee.

Attorney's Name and Address
 William N. Foshag Attorney for Appellee
 Gray & Associates LLP
 16345 West Glendale Drive
 New Berlin WI 53151
Attorney's Telephone Number
 414 224 8494

CRITERIA FOR EXPEDITED APPEALS

- > This Docketing Statement is used solely to determine whether an appeal should be placed on the expedited appeal calendar. The respondent is not required to respond to the Docketing Statement. Generally, an appeal is appropriate for the expedited appeal calendar if:
 1. no more than 3 issues are raised;
 2. the parties' briefs will not exceed 15 pages in length; and
 3. the briefs can be filed in a shorter time than normally allowed.
 These requirements can be modified somewhat in appropriate cases.
- > Parties should assume that the appeal will proceed under regular appellate procedure unless the court notifies them that the appeal is being considered for placement on the expedited appeals calendar.

JURISDICTION

Has judgment or order appealed from been "entered" (filed with the clerk of circuit court)?

Yes No If yes, date of entry March 23 2020

Is appeal timely? (See §808.04, Wisconsin Statutes)

Yes No

Is judgment or order final (does it dispose of the entire matter in litigation as to one or more of the parties)?

Yes No (If "no", explain jurisdiction basis for appeal on separate sheet.)

NATURE OF ACTION - Briefly describe the nature of action and the result in circuit court.

A foreclosure Action. The court granted an erroneous ex parte default judgment. The court also erroneously denied a Motion to re-open the ex parte default judgment. See attached Order(s) which are the subject of this appeal.

DOCKETING STATEMENT

ISSUES – Specify the issues to be raised on appeal: *(Attach separate sheet if necessary.)*

(Failure to include any matter in the docketing statement does not constitute waiver of that issue on appeal. The court may impose sanctions if it appears available information was withheld. Court of Appeals Internal Operating Procedures, sec. VII(2)(b).)

The Plaintiff had no valid legal interest in the Mortgage and the Note, no standing to bring a Mortgage Foreclosure lawsuit on the date they filed their frivolous complaint. The court's ex parte default judgment entered July 22, 2019 was void ab initio. The court lacked jurisdiction on July 22, 2019 to enter a default ex parte foreclosure judgment.

The court committed clear error, reversible error, when it entered its Second appealable Order on March 4, 2020 Denying the Defendant's Motion to Re open the 7-22-19 ex parte default Judgment.

The court committed clear error, reversible error, again on March 3, 2020 when it denied the Defendant/Appellee his right to intervene based on an assignment of claims and causes of action from the initial defendant.

STANDARD OF REVIEW – Specify the proper standard of review for each issue to be raised, citing relevant authority: de novo. Whether a complaint adequately pleads a cause of action is a question of law we review de novo. *Hermann v. Town of Delavan*, 215 Wis. 2d 370, 378, 572 N.W.2d 855 (1998).

This appeal involves Legal Issues: 2018 WI App 25 COURT OF APPEALS OF WISCONSIN PUBLISHED OPINION Case No.: 2017AP405 Complete Title of Case: †Petition for Review filed, THE BANK OF NEW YORK MELLON, PLAINTIFF-RESPONDENT, V. GLORIA J. KLOMSTEN AND STEVEN S. KLOMSTEN, DEFENDANTS-APPELLANTS *Jacquart v. Jacquart*, 183 Wis. 2d 372, 380-81, 515 N.W.2d 539 (Ct. App. 1994); WIS. STAT. RULE 809.10(4). To foreclose on a mortgage that secures an instrument, a party must show that it is entitled to enforce the instrument by proving that it is the "holder" of the instrument or "a nonholder in possession of the instrument who has the rights of a holder." WIS. STAT. § 403.301. Generally speaking, a "holder" is the person in possession of the instrument, in this case the note. WIS. STAT. § 401.201(2)(km)1. (a "holder" is "[t]he person in possession of a [note] that is payable either to bearer or to an identified person that is the person in possession"). Plaintiff was not in possession of the mortgage or note on the date they filed their erroneous foreclosure lawsuit.

Do you wish to have this appeal placed on the expedited appeals calendar? *(See Criteria For Expedited Appeals.)*

Yes No If "no", explain :

Will a decision in this appeal meet the criteria for publication in Rule 809.23(1)?

Yes No

Will you request oral argument?

Yes No

List all parties in trial court action who will not participate in this appeal:

<u>Party</u>	<u>Attorney's Name and Telephone Number</u>
Karen Felt Plaintiff	
Richard Felt Plaintiff	

Reason for not Participating

Felts gave an assignment of claims and causes of action relating to Case No. 19 CV 164 to Christopher Stoller, assignee

NO OTHER PARTIES WILL PARTICIPATE IN THIS APPEAL

Are you aware of any pending or completed appeal arising out of the same or a companion trial court case that involves the same facts and the same or related issue?

Yes No Name of Case _____

Appeal Number _____

DOCKETING STATEMENT

Page 3 of 3

Case No. 2019CV164

Signature of Person Preparing Docketing Statement

Christopher Stoller

Name Printed or Typed

March 26, 2020

Date

Appellant Note:

You MUST attach a copy of the following trial court documents to this form:

1. Trial court's judgment or order and findings of fact.
2. Conclusions of law.
3. Memorandum decision or opinion upon which the judgment or order is based.

You MUST also furnish all opposing counsel with a copy of this completed Docketing Statement and attached trial court documents.

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

TRANSMITTAL OF NOTICE OF APPEAL

U.S. Bank Trust National Association et al

Plaintiff - Appellee,

v.

Christopher Stoller, assignee et al.,

Defendant - Appellant.

Circuit Court Case No. 19CV164

FILED

MAR 23 2020

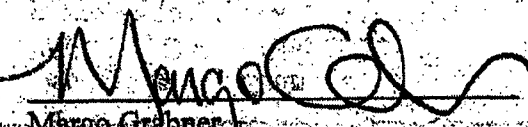
CIRCUIT COURT
WALWORTH COUNTY
MARGO GRABNER

TO: Clerk of Court of Appeals
P.O. Box 1688
Madison, WI 53701-1688

I hereby transmit a copy of the Notice of Appeal filed herein on March 23, 2020, Order, Findings of Fact, Conclusions of Law and Judgment and a copy of the trial court record (docket entries) of the above-entitled case as maintained pursuant to sec. 59.40(2)(b) or (c), Stats. The docketing fee is not enclosed.

Date: March 23, 2020

Submitted,

By: 
Margo Grabner
Deputy Clerk of Court
Walworth County Circuit Court
PO Box 1001, Elkhorn, WI 53121
(262) 741-7025

Cc: Attorney's eFiled
Christopher Stoller - USPS

STATE OF WISCONSIN, CIRCUIT COURT, WALWORTH COUNTY

For Official Use

U.S. Bank Trust National Association et al.

(party designation) Plaintiff/Appellee

-vs-

Christopher Stoller, assignee et al.

(party designation) Defendant/Appellant

Notice of Appeal

Case No. 19-CV-000164

FILED

MAR 23 2020

CIRCUIT COURT WALWORTH COUNTY MARGO GRABNER

Notice is hereby given that (name of party filing appeal) Christopher Stoller appeals to the Court of Appeals, District 2, from (choose one) [X] the whole [] a part of the final judgment or order, entered on (date) 3-4-20 & 7-23-19 in the circuit court for Walworth County, the Honorable (name of Judge) Daniel S. Johnson, presiding, in favor of (name of party opposing appeal) U.S. Bank Trust Association et al, and against (name of party filing appeal) Christopher Stoller, wherein the court (describe judgment or order) Denying a Motion to Intervene, Motion to reopen 7-23-19 default judgment, denial of the Sheriff's Sale pending appeal

NOTE: If this is an appeal under §809.30 or §809.32, also include the following (see §809.10(1)):

- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record.
• If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s).
• If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This (choose one) [] is [] is not an appeal within Wisconsin Statutes §752.31(2).

This (choose one) [X] is [] is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: 03-20-20

Signature of Filing Attorney or Party: Christopher Stoller
Name Printed or Typed: Christopher Stoller
Address: P.O. Box 60645, Chicago, Illinois 60660
Telephone Number: 773-746-3163
State Bar Number (if applicable):
email: ons40@gmail.com

This completed form must be filed with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

- 1. the Clerk of the Court of Appeals;
2. opposing counsel; and
3. any other party.

Case 2019CV000164

Document 42

Filed 03-04-2020

Page 1 of 1

FILED
03-04-2020
Walworth County
Clerk of Circuit Court
2019CV000164

DATE SIGNED: March 4, 2020

Electronically signed by Daniel S. Johnson
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association,

Plaintiff,

Case No: 19-CV-164

v.

Karen Felt, et. al.,

Defendants.

ORDER

WHEREAS, the above matter came on for a hearing on March 3, 2020, the plaintiff having appeared through their counsel, Gray & Associates, LLP by William N. Foshag, and an interested party, Christopher Stoller, having appeared pro se, and;

WHEREAS, the interested party, Christopher Stoller, filed several items on February 28, 2020 which would appear to be a motion to intervene in this action under *Wis. Stat. § 803.09*, a motion to reopen the July 23, 2019 default judgment entered in this case under *Wis. Stat. § 806.07*, and a motion to stay the March 5, 2020 sheriff's sale pending appeal under *Wis. Stat. § 808.075*,

IT IS HEREBY ORDERED that for those reasons as stated on the record, the entirety of the February 28, 2020 filings and motions of the interested party, Christopher Stoller, are DENIED.

Case 2019CV000164

Document 28

Filed 07-23-2019

Page 1 of 4

FILED
07-23-2019
Walworth County
Clerk of Circuit Court
2019CV000164

DATE SIGNED: July 22, 2019

Electronically signed by Daniel S. Johnson
Circuit Court Judge

STATE OF WISCONSINCIRCUIT COURTWALWORTH COUNTY

U.S. Bank Trust National Association, not in its
individual capacity but solely as owner trustee for
Legacy Mortgage Asset Trust 2018-GS1

Plaintiff,

vs.

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND JUDGMENT

Case No. 19-CV-000164

Karen Felt a/k/a Karen A. Felt, Richard Felt a/k/a
Richard K. Felt, Curtis Ambulance Service and The
United States of America, Department of Treasury
Internal Revenue Service

Defendants.

The summons and complaint in this action having been duly served upon the defendants in the manner provided by law, due proof thereof being on file, and the defendant(s) being wholly in default as shown by the affidavit of no answer on file herein, and

Due notice of the pendency of this action having been filed in the office of the Register of Deeds for this county more than twenty days prior to this date; and upon the application of the plaintiff, through its counsel, Gray & Associates, L.L.P., and

The court having examined the affidavit of default filed herein in support of the plaintiff's application for judgment, and having determined that all material allegations of the complaint on file herein are true, and

It further appearing that the mortgaged premises consists of real property with a residential structure thereon being twenty (20) acres or less and that the said premises cannot be sold in parcels without injury to the interest of the parties, and

It further appearing that no defendant is in the military service or active state service and that no defendant has been adjudicated an incompetent, nor is an infant or under guardianship:

Case No. 19-CV-000164

Case 2019CV000164

Document 28

Filed 07-23-2019

Page 2 of 4

NOW THEREFORE, on motion of Gray & Associates, L.L.P., attorneys for the plaintiff,

IT IS BY THE COURT FOUND, DETERMINED AND ADJUDGED:

1. That all of the material allegations of the plaintiff's complaint are proven and true.
2. That the following amounts are due to the plaintiff under the terms of the note and mortgage:

Unpaid Principal Balance	\$373,630.60
Interest from 8/1/18 to 6/30/19 @ 2%	6,771.75
Credits / Suspense	(0.20)
BPO / Appraisal	178.00
Property Inspection Fees	60.00
Insurance Advance	915.05
Tax Advance	5,106.36
Deferred Principal Balance	94,249.11
Title	325.00
Total	<u>\$481,235.67</u>

3. That all sums hereafter advanced by the plaintiff for insurance, necessary repairs, post judgment attorneys fees and costs, preservation expenses and taxes not included in the judgment may be added to the judgment by order at any time after the entry thereof and before confirmation of sale upon the petition of the plaintiff's attorney without notice.

4. That the mortgaged premises is owner occupied.

5. That the mortgaged premises consists of property with a residential structure located thereon more particularly described in the mortgage attached to the complaint as Exhibit B. The legal description appearing on said exhibit is incorporated herein by reference.

6. That the mortgaged premises cannot be sold in parcels without injury to the interests of the parties and unless sooner redeemed, the plaintiff may elect to have the premises sold at public auction under the direction of the sheriff, at any time after six month(s) from the date of entry of judgment. That if the purchaser at said auction is a party or person other than the plaintiff or its assignee, then the sheriff shall require that ten percent (10%) of the purchaser's bid be paid at the sale in cash, cashier's check or certified funds. The balance due upon confirmation of the sale shall be paid to the clerk of courts by cash, cashier's check or certified funds. That after deducting the fees and expenses of sale, the proceeds of sale shall first

Case 2019CV000164 Document 28 Filed 07-23-2019 Page 3 of 4

be applied to the amounts due plaintiff, together with interest at the rate provided in the mortgage note and that the surplus, if any, shall be subject to the further order of this court.

7. That in the event the State of Wisconsin Department of Veterans Affairs is or should become a party to this action, notice of the sheriff's sale shall be given by certified mail, return receipt requested, to the department at Madison, Wisconsin, at least three weeks prior to the date of sale.

8. That following the sale of the mortgaged premises as authorized herein and upon the court's confirmation of said sale, the defendants and all persons claiming an interest in said premises subsequent to the filing of the lis pendens herein shall be forever barred and foreclosed of all right, title, interest, claim, lien or equity of redemption in and to said premises and any part, parcel or portion thereof.

9. That the owner(s) remain entitled to possession of the mortgaged premises and are entitled to all rents, issues and profits therefrom to the date of confirmation of sale.

10. That leave is hereby granted to the plaintiff to add defendants herein pursuant to section 846.09, Wis. Stats.

11. That after the sheriff's sale, the sheriff shall make due report thereof to the court, and the purchaser shall be let into possession of the premises upon confirmation of the sheriff's sale and all parties to this action or other persons acquiring possession after the date the lis pendens was recorded shall deliver possession to said purchaser.

12. **THAT NO DEFICIENCY JUDGMENT MAY BE OBTAINED AGAINST ANY DEFENDANT.**

13. That all parties and all persons claiming under them are enjoined from committing waste upon the premises.

14. That in the event the United States is a party to this action, it shall have the post-sale redemption rights specified by 28 U.S.C. 2410(c).

15. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded.

Case 2019CV000164

Document 28

Filed 07-23-2019

Page 4 of 4

STATEMENT OF INDEBTEDNESS

Unpaid Principal Balance	\$373,630.60
Interest from 8/1/18 to 6/30/19 @ 2%	6,771.75
Credits / Suspense	(0.20)
BPO / Appraisal	178.00
Property Inspection Fees	60.00
Insurance Advance	915.05
Tax Advance	5,106.36
Deferred Principal Balance	94,249.11
Title	325.00
TOTAL	<u>\$481,235.67</u>

Redemption period granted by this court: six months.

This is a final judgment for the purpose of appeal.

WALWORTH COUNTY-64
CIRCUIT COURT

Civil Court Record - Selected
Civil

03-24-2020
10:28 am

Caption U.S. Bank Trust National Association vs: Karen Felt et al	Responsible C.O. Daniel S. Johnson	Case Number 2019CV000164
WCIS Code: 30404 - Foreclosure of Mortgage		

Filing Date/C.O.	Disposition Date/C.O.	Disposition	Next Action
03-14-2019 Daniel S. Johnson	07-23-2019 Daniel S. Johnson	Judgment after motion	04-13-2020 08:30 am Confirmation of sale

Party Type	Name	Address	City	St	Zip	Attorney	Status
Defendant	Karen Felt AKA Karen A. Felt	N3030 Marshall Ln	Lake Geneva	WI	53147-3553		AC
Plaintiff	U.S. Bank Trust National Association	3217 S. Decker Lake Dr.	Salt Lake City	UT	84119	William Nicholas Foshag	AC
Defendant	Richard Felt AKA Richard K. Felt	N3030 Marshall Ln	Lake Geneva	WI	53147-3553		AC
Defendant	Curtis Ambulance Service	2268 N Prospect Ave Ste 440	Milwaukee	WI	53202-6329		AC
Defendant	The United States of America	517 East Wisconsin Avenue	Milwaukee	WI	53202	Susan M. Knepel	AC
Defendant	The United States of America	950 Pennsylvania Ave NW, Rm B-103	Washington	DC	20530-0001		AC

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-14-2019	Summons and complaint		
03-14-2019	Case initiated by electronic filing		
03-14-2019	Filing fee paid Adjustment Number: 19A 090005, Payable Number: 229220, Receipt Number: 19R 005835, Amount: \$285.50	285.50	
03-14-2019	Exhibit Exhibit to Complaint - loan modification		
03-14-2019	Exhibit Exhibit to Complaint - lien report		
03-14-2019	Exhibit Exhibit to Complaint - mortgage		
03-14-2019	Exhibit Exhibit to Complaint - note		
03-14-2019	Exhibit Exhibit to Complaint - loan modification		
04-11-2019	Affidavit of substitute service as to Karen Felt by serving Richard Felt on April 5, 2019 (s&c)		
04-11-2019	Affidavit of service as to Richard Felt on April 5, 2019 (s&c)		
04-11-2019	Affidavit of service as to The United States of America by serving Alicia Arnell on March 20, 2019 (s&c)		
04-11-2019	Affidavit of service as to Curtis Ambulance Service by serving Jessica Wolf on March 20, 2019 (s&c)		
04-11-2019	Certificate of mailing as to the United States of America US Attorney General		
04-11-2019	Received documents letter dated 4/11/19 From Gray & Assoc for COM		
05-06-2019	Responsible court official changed		Daniel S. Johnson

WALWORTH COUNTY-84
CIRCUIT COURTCivil Court Record - Selected
Civil03-24-2020
10:28 am

Caption	Responsible C.O.	Case Number
U.S. Bank Trust National Association vs. Karen Felt et al	Daniel S. Johnson	2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
05-06-2019	Notice of retainer atty Susan Knepel for the United States of America		
05-06-2019	eFiled Document Fee Paid Assessment Number: 19S 006530, Amount: \$20.00	20.00	
05-06-2019	Electronic Notice Update		
05-06-2019	Notice of Entitlement to Surplus		
06-06-2019	Notice of motion, motion for Default Judgment		
06-06-2019	Lis pendens Parcel Identification Number J G 2600017		
06-06-2019	Declaration of nonmilitary service as to Richard Felt, Felt, Felt, and Karen Felt		
06-06-2019	Received documents letter dated 6/6/19 from Gray & Assoc for AOD, DNMS, NM, FORDE, LP		
06-06-2019	Certificate of mailing as to Karen Felt and Richard Felt on June 6, 2019 (NM)		
06-06-2019	Affidavit of default		
06-06-2019	Proposed Order		Daniel S. Johnson
07-22-2019	[Is] Motion hearing No record made. Plaintiff by Affidavit. Defendant(s) did not appear. Court grants motion for default judgment of foreclosure. No deficiency being sought, 6 month redemption period.		Daniel S. Johnson Rhonda Boss
07-23-2019	Findings of facts/conclusions of law w/ judgment		Daniel S. Johnson
07-23-2019	Judgment after motion		Daniel S. Johnson
01-21-2020	[GW] Other papers Certificate-Posting of Notice. Notice of Foreclosure Sale on March 5, 2020 at 10:00am		
02-28-2020	[LS] Notice Notice of Filing Motion to Vacate Sheriff's Sale and 806.07 Motion for Relief from Judgment		
02-28-2020	Motion Motion to Vacate Sheriff's Sale & 806.07 Motion for Relief from Judgment		
02-28-2020	[LS] Notice Notice of Filing 808.075 Motion to Stay Pending Appeal		
02-28-2020	Motion 808.075 Motion to Stay Pending Appeal		
02-28-2020	[LS] Notice Notice of Filing Appearance of Christopher Stoller		

WALWORTH COUNTY-64
CIRCUIT COURT

Civil Court Record - Selected
Civil

03-24-2020
10:28 am

Caption

U.S. Bank Trust National Association vs. Karen Felt et al

Responsible C.O.

Daniel S. Johnson

Case Number

2019CV000164

WCIS Code: 90404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-03-2020	<p>[is] Hearing</p> <p>Attorney William Nicholas Foshag appeared by phone means for Plaintiff U.S. Bank Trust National Association. Christopher Stoller present in court. Court in session @ 10:00 a.m. Appearances made. Matter before the Court for hearing on documents filed by Mr. Stoller regarding sale of property scheduled for March 5th and motion to reopen.</p> <p>10:05 a.m. - Record by Atty. Foshag as to the Plaintiff's position and objection to the documents filed by Mr. Stoller.</p> <p>10:07 a.m. - Response by the Court who addresses Atty. Stoller who makes a record as to his position and documents filed. Response by the Court. Further record by Mr. Stoller in responds to Court's record/questions.</p> <p>10:14 a.m. - Response by Atty. Foshag to Mr. Stoller's record.</p> <p>10:15 a.m. - Record by the Court as to history of case, proper service, lack of joinder, lack of answer, default judgment, redemption period, lack of defendants to redeem the property, Sheriff's sale set for March 5th. Further record as to documents filed by Mr. Stoller. Based upon Court's record, motion to reopen and motion to stay pending appeal are denied. Atty. Foshag to submit order as prevailing party.</p> <p>10:24 a.m. - Response by Mr. Stoller to Court's record.</p> <p>Court in recess @ 10:24</p>		Daniel S. Johnson Rhonda Boss
03-03-2020	<p>Letters/correspondence</p> <p>Letter dated 3/3/2020 from Atty William N. Foshag re: Intervention of Foreclosure Sale</p>		
03-03-2020	<p>Proposed Order</p> <p>Order for Denial of Motion to Intervene</p>		
03-03-2020	<p>Prop. amended order</p> <p>Amended Order for denial of Motion to Intervene</p>		
03-04-2020	<p>Order</p> <p>Order Denying Motion to Intervene</p>		Daniel S. Johnson
03-06-2020	<p>[GW] Sheriff's report of sale</p>		
03-06-2020	<p>[GW] Proof of publication</p> <p>Elkhorn Independent Jan 30, 2020, Feb 6, 2020, & Feb 13, 2020</p> <p>Notice of Foreclosure Sale</p>		
03-06-2020	<p>Received documents</p> <p>Sheriff's Deed received and stored in the Clerk of Court's Office.</p>		
03-10-2020	<p>Letters/correspondence</p> <p>Letter dated 3/10/2020 from Atty William N. Foshag re: Notice of Entry of Order</p>		
03-10-2020	<p>Notice</p> <p>Notice of Entry of Order</p>		
03-10-2020	<p>Certificate of mailing</p> <p>As to: Karen & Richard Felt and Curtis Ambulance Service on March 10, 2020 (Notice of Entry of Order)</p>		
03-17-2020	<p>Notice of motion, motion</p> <p>for Confirmation of Sheriff's Sale</p>		

WALWORTH COUNTY 64
CIRCUIT COURT

Civil Court Record - Selected
Civil

03-24-2020
10:28 am

Caption	Responsible C.O.	Case Number
U.S. Bank Trust National Association vs. Karen Felt et al	Daniel S. Johnson	2019CV000164

WCIS Code: 30404 - Foreclosure of Mortgage

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
03-17-2020	Letters/correspondence Letter dated 3/17/2020 from Gray & Assoc re; pordr, not, com		
03-17-2020	Certificate of mailing as to Karen Felt a/k/a Karen A Felt, Richard Feig a/k/a Richard K Felt and Susan Knepel on 3/17/2020 ("all documents delivered to the court by cover letter dated 3/17/2020")		
03-17-2020	Affidavit in support of motion to Confirm		
03-17-2020	Proposed Order		Daniel S. Johnson
03-23-2020	Notice of appeal		

NOTE: This is not necessarily the complete Court Record for this case.

APPENDIX 15

Christopher

Stoller

Appearance

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not
In its individual capacity but solely as
Owner trustee for Legacy Mortgage Asset
2018-GSI

Vs.

Karen Felt, Richard Felt
Christopher Stoller, assignee et al.,
Defendants,

Case No 2019 CV 000164

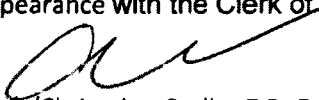
FILED

FEB 28 2020

CIRCUIT COURT
WALWORTH COUNTY
ALAINA SCHINDLER

NOTICE OF FILING APPEARANCE OF CHRISTOPHER STOLLER

Christopher Stoller, Assignee files his *pro se* Appearance with the Clerk of the Court Copies of the motion(s). Copies are attached.



/s/Christopher Stoller E.D. Defendant/Assignee
415 Wesley Suite 1
Oak Park, Illinois 60302
773-746-3163 Email cns40@hotmail.com

TO:

William N. Foshag
Gray & Associates LLP
16345 West Glendale Drive
New Berlin WI 53151
414 224 8494

Certificate of Service

I caused the foregoing to be served on the parties via U.S. mail first class on 2-27-2020.



/s/Christopher Stoller
415 Wesley Suite 1
Oak Park, Illinois 60302
773-746-3163 Email cns40@hotmail.com

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

U.S. Bank Trust National Association, not
In its individual capacity but solely as
Owner trustee for Legacy Mortgage Asset
2018-GSI

Vs.

Karen Felt, Richard Felt
Christopher Stoller, assignee et al.,
Defendants,

Case No 2019 CV 000164

FILED

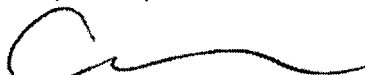
FEB 28 2020

CIRCUIT COURT
WALWORTH COUNTY
LORI SCHIEMANN

CHRISTOPHER STOLLER FILED HIS PRO SE APPEARANCE

Defendants Karen Felt and Richard Felt assigned their entire CLAIMS AND CAUSES of action in this litigation to Christopher Stoller, under the Doctrine of Assignment of Claims and Causes of Action see Exhibit 1. Christopher Stoller files his pro se appearance on behalf of himself and not on behalf of Karen Felt and Richard Felt .

Respectfully



/s/Christopher Stoller

415 Wesley Suite 1

Oak Park, Illinois 60302

773-746-3163 Email cns40@hotmail.com

CONFIDENTIAL ASSIGNMENT OF CLAIMS AND CAUSES OF ACTION

For ten dollars and other valuable consideration, Karen A. Felt and Richard K. Felt (Assignors) assigns, grants, transfers and conveys unto Christopher Stoller and/or Leo Stoller hereinafter referred to as assignee(s) under the Law of Assignments of Causes of Action, insofar as permitted by law, forever, a complete transfer, of Assignors interest in any and all causes of action(s), remedies, or claims, now or in the future, that Assignor may have against third parties including but not limited to: U.S. Bank Trust National Association, Legacy Mortgage Asset Trustee 2018, agents, attorneys, assignees, officers, directors, employees and, **John does 1 thru 10**, unknown Attorneys, Agents, Assigns, Representatives Officers, Directors, et al., any related party, agents, financial institutions, contractors, builders, their employees, affiliates, successors, insurance companies, attorneys, law firms and assignee (parties), or any of them and the right to litigate, appeal, settle or otherwise resolve, litigate, **Case U.S. Bank Trust National Association, not in its individual capacity but soley as owner trustee for Legacy Mortgage Asset trust 2018-GSI vs. Karen Felt, Richard Felt et al., Case No. 19-cv-000164 any related appeal or related case(s)**, as Assignee sees fit. And in particular as to proceeds receives from Case(s) Number **Case No. 19-cv-000164_ and any related appeals and or related proceedings.**

Assignors under the Law of Assignments of Causes of Action, hereby conveys, assigns, quit claims and forever transfers, their complete interest, to (Assignee(s)), a completed transfer, of the entire interest of the assignor, in the subject matter of the said litigation, the said real estate, which are the subject(s) of the said assignment, legal description of the said property, below:

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

All rights, title and interest in and to the said real-estate and any causes of action(s) related to the said Real Estate ie Number Case No. 19-cv-000164 including Appeal(s) any related appeals et al., and the title to the property and/or ownership of the claims herein, has been forever assigned, quit claimed, transferred to Assignees¹ .insofar as permitted by law, any and all causes of action, remedies, or claims, now or in the future, that Assignors may have against third parties, ie. e U.S.Bank Trust National Association, owner, trustee for Legacy Mortgage Asset trust 2018-GSI, related entities.

Claim(s) shall mean any claim, liability, right demand, suit, matter, obligation, damage, loss, cost, action, or cause of action, of every kind and description that Assignor has or may have, including, assigned claims, whether know or unknown, asserted or unasserted, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted, by Assignors in any action or proceeding in court, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any party , known or unknown, arising from or in any way relating to the said property know as :

DESCRIPTION:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 17 EAST, RESERVING FOR THE USE OF THE PUBLIC AS A HIGHWAY A STRIP OFF THE WEST SIDE 25 FEET IN WIDTH, SAID LAND LYING IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN.

PROPERTY ADDRESS:

N3030 Marshall Ln Lake Geneva, WI 53147-3553

and any other properties and/or said controversies and/or related case(s) in any other court, and related claims.

The assignors hereby makes the assignee(s) the the owner(s) of the claim(s) by making it clear that it is the intention of Assignors to transfer title or ownership forever to assigneesⁱⁱ.

The assignors gives the assignee(s) a durable power of attorney in order to effect the complete transfer of ownership of the said real estate and to the authority to act for Assignors in all the said specified legal matters and to effect the complete assignment of claims.

The provisions of this Assignment are severable. Should any of the provisions herein for any reason be held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Assignment. Such provision will be enforced to the maximum extent permissible, or if by limiting such provision it would become valid or enforceable, this Assignment will then be construed as if such unenforceable provision or provisions had been written, construed, and enforced as so limited.

A photo copy of this document shall be considered as an original copy of the said document.

Assignee waives any statute of limitations which may apply in any action based upon this Assignment.

This Assignment is being made without recourse to Assignee. Signed under penalty of perjury

Karen A. Felt Date 2/15/2020

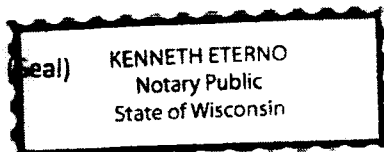
Karen A. Felt

Richard K. Felt Date 2/15/2020

Richard K. Felt

State of Wisconsin
County of Walworth

This Instrument was acknowledged before me on Date February 15, 2020



Kenneth Eterno
Signature of Notary Public

3 Commission expires: 7/16/2021

EXHIBIT 1

ⁱ Courts routinely recognize assignments of claims effective where the assignment is of the title or ownership of the claims. See *American Trust & Savings Bank v. Phila. Indem. Ins. Co.*, 678 F. Supp. 2d 820, 824 (W.D. Wis. 2010) (holding an assignment of claims was valid where a receiver assigned to a plaintiff “all rights, title and interests in any and all claims the receiver or receivership entities may have against third parties.”); *Meijer, Inc. v. Barr Pharm., Inc.*, 572 F. Supp. 2d 38, 64 (2008) (holding an assignment of claims was valid where it stated “Kerr hereby conveys, assigns, and transfers to Meijer all rights, title and interest in and to all causes of action.”).

ⁱⁱ 106 F.3d 11, 17 (2d Cir. 1997) (citing *Titus v. Wallick*, 306 U.S. 282, 289 (1939)). “a completed transfer of the entire interest of the assignor in their subject of assignment.” *Id.* (quoting *Coastal Commercial Corp. v. Samuel Kosoff & Sons, Inc.*, 199 N.Y.S.2d 852, 855 (1960)); see *Miller v. Wells Fargo Bank Int’l Corp.*, 540 F.2d 548, 557 (2d Cir. 1976) (holding an assignment of claims divests the assignor of all right and control of a cause of action.).