



To: Wisconsin Foreclosure Counsel

Re: Document Standardization

Date: September 15, 2017

Included with this announcement are updated versions of the standardized templates that shall be used, **effective September 22, 2017**, in all foreclosure actions filed in the above-referenced state. The templates for your jurisdiction include:

- Affidavit in Support of Motion for Judgment (WI001.J003)
- Assignment of Bid (WI003.N001)

Important Note: Any Warranty Deed, Limited Warranty Deed, or Special Warranty Deed templates previously issued for your state for conveyance to HUD or the VA have been retired as such documents are prepared by SPS's vendor. The firm should no longer submit these documents to SPS for signature. However, Grant Deed and Quitclaim Deed templates, if provided for your state, remain for firm use when required (e.g., post-sale conveyance to FNMA or FHLMC, when appropriate).

The firm must not modify the effective date or letter code found in the document footer when submitting the standardized document for execution, and template formatting should be retained as closely as practicable.

SPS templates shall be followed strictly and completed in accordance with the following directions:

SPS templates include indicators that specify which party is responsible for completing certain information. Missing information enclosed in bolded **[brackets]** is to be furnished by the firm prior to submission to SPS for review and execution. Documents missing this information will be rejected and will impact the firm's scorecard. SPS will supply information indicated by underlined blank spaces and will check boxes as necessary. For example:

- **[Attorney to insert date of Note]** or [_____] = To be prepared by the attorney/firm
- "I, _____, am a _____ of Select Portfolio Servicing, Inc..." or "Yes ___ No ___" = To be filled in by SPS

Due to SPS notary and signature spacing requirements, do not alter any notary or signature blocks. However, the firm is approved to change the signatory, where applicable, to "Select Portfolio Servicing, Inc." in instances where SPS is the named plaintiff. In such cases, the firm is also responsible for making other document updates, including but not limited to removing language identifying the AITNO or Plaintiff as the Owner of the Note and removing references to SPS as attorney-in-fact, since such statements would no longer be accurate or required.

The firm shall upload each document package carefully to expedite its return, implementing the following instructions:

When submitting documents for SPS execution please upload the document and all supporting documentation as one package into BKFS via the Signature Required Process. To the extent multiple documents need execution at the same stage, those documents should be combined into a single document package when being uploaded, not uploaded separately. Include any special execution instructions in the Signature Required DDF in BKFS as

necessary. Also, as long as the document is still processing, do not upload the same document again under a new process.

In order for the SPS document signer to validate every date, figure, fact, and name in the document, the firm must attach supporting documentation for every item. Failure to attach all required supporting documentation will also result in document rejection and will impact the firm's scorecard. Frequently missing items include the breach/demand letter, state required notice, title search, recorded instrument, note with complete endorsement/allonge chain, executed assignment into the AITNO/Plaintiff name, completed modification, and Location of Note results when attesting to possession of the note. In addition, any other documents incorporated by reference or exhibit must also be attached. All should be attached to prevent document rejection and unnecessary delay, and Exhibits should be labeled "A", "B", "C", and so on. Include a cover sheet on the top of each exhibit to facilitate easier identification. Please also retain the same order in the document package.

Document Exceptions shall be handled in accordance with SPS policy below:

The firm is not authorized to make any changes to the document once executed and returned by SPS; therefore, any document requiring alteration will need to be re-executed by SPS. Failure in adhering to this policy may result in remediation plan, removal from the SPS firm network, and/or removal of all files from the firm. In addition, firms should not pre-print attorney names and bar numbers on the attorney signature block of the document as any substitution would require the document to be re-executed. Firms are not allowed to hand write one attorney's name and bar number in place of another.

Unless previously approved by a member of SPS Corporate Legal, Compliance, and Foreclosure, Vice President or higher, all variances from the standardized forms will be rejected and returned to the firm. In order to obtain approval, please provide specific details with backup as necessary justifying the reason for modifying the SPS template or submitting the non-standardized document for SPS signature. If a non-standardized document is required, but it can be drafted using a similar form from SPS, please do so. However, any non-standardized document or heavily modified template should not have a letter code or effective date since it is not an SPS approved form.

Please also be advised that nothing in this message is deemed to be a waiver of network counsel's obligation to promptly advise SPS of any changes to foreclosure practice in the relevant jurisdiction. *See, Attorney Agreement at section 2.13.* If any of these templates are rejected by a court or title insurer for any reason, please promptly notify SPS for further review and instruction.

Please direct any questions or concerns regarding this announcement to Randall Wessman at Randall.Wessman@spservicing.com or Andrew Welch at Andrew.Welch@spservicing.com.

**IN THE CIRCUIT COURT OF [Attorney to insert county]
STATE OF WISCONSIN**

<p>[Attorney to insert Plaintiff Name]</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>[Attorney to insert borrower name(s)]</p> <p style="text-align: center;">Defendant(s).</p>	<p>AFFIDAVIT IN SUPPORT OF MOTION FOR FORECLOSURE JUDGMENT</p> <p>CASE NO. [Insert case no.]</p>
---	---

STATE OF UTAH)

COUNTY OF SALT LAKE)

BEFORE ME, personally appeared _____ who, after
being first duly sworn, deposes and says:

1. I am an officer of Select Portfolio Servicing, Inc., (“SPS”), servicing agent and attorney-in-fact for **[Attorney to insert Plaintiff name]** (“Plaintiff”), the plaintiff in the above-captioned cause of action. As such, I am authorized to execute this Affidavit.
2. As a mortgage servicer, SPS collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to SPS’s business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)’s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by SPS in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer’s records for the loan were integrated and boarded into SPS’s systems, such that the prior servicer’s records concerning the loan are now part of SPS’s business records. SPS maintains quality control and verification procedures as part of the boarding process to

ensure the accuracy of the boarded records. It is the regular practice of SPS to integrate prior servicers' records into SPS's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by SPS as part of SPS's business records.

4. On or about **[Attorney to insert date]**, **[Attorney to insert borrower name(s)]** executed and delivered a promissory note in the amount of \$**[Attorney to insert original note amount]** (the "Note").
5. To secure the obligations under the Note, **[Attorney to insert mortgagor name(s)]** executed and delivered a mortgage dated **[Attorney to insert date of Mortgage]**, which was recorded **[Attorney to insert recording date]** as Document Number **[Attorney to insert number]**.
6. Plaintiff is entitled to enforce the Note, a copy of which is attached hereto as Exhibit A.
7. On **[Attorney to insert breach date]**, the subject loan was in default for a failure to make payments and therefore a breach notice was sent, a copy of which is attached hereto as Exhibit B.
8. As of **[Attorney to insert Data Date]**, the balance due under the terms of the Note and mortgage at issue in this cause of action is calculated as follows:

Principal Balance	[_____]
Deferred Principal Balance*	[_____]
Interest good through [Attorney to insert good-through date]	[_____]
Pro Rata Mortgage Insurance	[_____]
Escrow Advance	[_____]
Advances made on the Defendant's Behalf	[_____]
Late Charges	[_____]
NSF Charges	[_____]
Interest on Advance	[_____]
Suspense Balance	[_____]
Total Amount Due	[_____]

*Non-Interest Bearing

The current interest rate is **[Insert current rate]**%. Per diem interest in the amount of \$**[Insert amount]** will accrue on the principal unless there is an interest rate change as set forth in the Note. The per diem interest will then accrue on the principal until the next interest rate change

date and accrue thereafter in accordance with the variable rate as set forth in the Note. Business records supporting the above-referenced account data are attached as Exhibit C.

9. The Plaintiff may incur additional costs or advances that are recoverable under the terms of the Note and mortgage that are the subject of this cause of action.

Based on the foregoing, **[Attorney to insert Plaintiff]** has the right to foreclose.

By: _____

Name: _____

Title: _____

Select Portfolio Servicing, Inc.

Date: _____

STATE OF UTAH)

COUNTY OF SALT LAKE)

Subscribed and sworn to before me on this ____ day of _____, in the year 20____
by _____, a _____ of Select
Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose
name is subscribed to this instrument. Witness my hand and official seal.

Notary Public

**IN THE CIRCUIT COURT OF [Attorney to insert county]
STATE OF WISCONSIN**

[Attorney to insert Plaintiff Name] Plaintiff, vs. [Attorney to insert borrower name(s)] Defendant(s).	ASSIGNMENT OF BID CASE NO. [Insert case no.]
--	---

For good and valuable consideration, the undersigned plaintiff hereby assigns its judgment and bid and hereby assigns, transfers, and sets over all of its right, title and interest in and to the Terms of Sale at the foreclosure sale in this proceeding to **[Attorney to insert the bid assignee name]**. The Sheriff's deed shall name the said assignee as grantee.

[Attorney to insert Plaintiff name], by Select
Portfolio Servicing, Inc., as attorney-in-fact

By: _____

Name: _____

Title: _____

Select Portfolio Servicing, Inc.

Date: _____