|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| STATE OF WISCONSIN | | CIRCUIT COURT | | [INSERT] COUNTY |
|  | | CIVIL DIVISION | |  |
| [INSERT FULL PLAINTIFF NAME] | | |  | FINDINGS OF FACT  CONCLUSIONS OF LAW AND JUDGMENT |
|  | Plaintiff | |  | Case No. [INSERT] |
|  | | |  |  |
| Vs. | | |  | Case Code No. 30404 |
|  | | |  | Foreclosure of Mortgage |
| [INSERT ALL DEFENDANTS] | | |  |  |
|  | Defendants | |  |  |

The Summons and Complaint in this action having been duly served upon the Defendants in this manner provided by law, due proof thereof being on file, Plaintiff is entitled to [INSERT TYPE OF JUDGMENT AND DEFENDANTS] 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 Registrar of Deeds for [INSERT] County more than twenty (20) days prior to this date; and upon the application of Plaintiff, through its counsel, Charles A. Walgreen of MARINOSCI LAW GROUP, P.C., and

The Court having examined the Affidavit of Amounts Due and Owing and the mortgage documents on file herein, 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 a lot(s) with a one to four family residential structure thereon being twenty (20) acres or less and that 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 is incompetent, an infant or under guardianship:

NOW THEREFORE, on motion of Charles A. Walgreen of MARINOSCI LAW GROUP, P.C., attorney for Plaintiff,

IT IS BY THE COURT FOUND, DETERMINED AND ADJUDGED:

1. That all of the material allegations of the plaintiff’s complaint are proven true.

2. That Plaintiff’s Motion to Dismiss Party Defendant, [INSERT UNKNOWN SPOUSE OR UNKNOWN OCCUPANTS] is granted.

3. That Plaintiff’s Motion to [INSERT ANY OTHER MOTIONS] is granted.

4. That Plaintiff’s Motion for Default Judgment against [INSERT DEFAULTING DEFENDANTS] is granted.

5. That Plaintiff’s Motion for Summary Judgment against [ENTER MSJ DEFENDANT] is granted.

6. That the following amounts are due to Plaintiff pursuant to the terms of the Note and Mortgage:

|  |  |  |  |
| --- | --- | --- | --- |
| Current unpaid principal balance | |  | $ |
| Accrued interest from | |  | $ |
| Escrow Advances: | |  |  |
|  | Real estate taxes  Hazard insurance |  | $  $ |
| Credit to Borrowers | |  |  |
| SUBTOTAL | |  | $ |
|  | |  |  |
| Attorney Fees  Costs for this lawsuit | |  | $  $ |
| **TOTAL DUE** | |  | **$** |

7. That all sums hereafter advanced by the plaintiff for insurance, necessary repairs, 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.

8. That the mortgaged premises [is/is not] owner occupied.

9. That the mortgaged premises consists of a lot(s) with a one to four family residential structure thereon more particularly described in the mortgage attached to the Complaint herein as Exhibit B.

10. That the mortgaged premises cannot be sold in parcels without injury to the interest of the parties and unless sooner redeemed, said premises shall be sold at public auction under the direction of the sheriff, at any time after **[ENTER REDEMPTION PERIOD]** 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 the 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.

11. 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.

12. That in the event the United States of America is or should become a party to this action due to a lien junior to that of Plaintiff’s lien, pursuant to 28 U.S.C. § 2410, the United States of America shall have one year from the date of sale within which to redeem, except that with respect to a lien arising under the internal revenue laws the period shall be 120 days or the period allowable for redemption under State law, whichever is longer.

13. That in the event the United States of America is or should become a party to this action due to a lien senior to that of Plaintiff’s lien, the sale of the property which is the subject of this action shall be made subject to and without disturbing the lien of the United States of America, unless the United States consents that the property may be sold free of its lien and the proceeds divided as the parties may be entitled. Said lien may be adjudicated at a later date.

14. That following the sale of the mortgaged premises as authorized herein and upon the court’s confirmation of said sale, the Defendants, each of them, his/her/their heirs, successors and assigns, 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.

15. That the Defendants remain entitled to possession of the mortgaged premises and are entitled to all rents, issues and profits therefrom to the date of confirmation sale.

16. That leave is hereby granted to the plaintiff to add defendants herein pursuant to Wis. Stat. § 846.09.

17. 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 securing possession after the date the Lis Pendens was recorded shall deliver possession to said purchaser.

18. That no deficiency judgment may be obtained against any Defendant.

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

20. That the plaintiff may take all necessary steps to secure and winterize the subject property during the redemption period or until such time as this matter is concluded.

21. That this judgment pertains to the real estate described as follows:

[insert legal description]

Tax Key No: [INSERT PIN]

Property Address: [INSERT PROPERTY ADDRESS]

|  |
| --- |
| BY THE COURT: |
|  |
| By: |

**STATEMENT OF INDEBTEDNESS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Current unpaid principal balance | | |  | $ |
| Accrued interest from | | |  | $ |
| Escrow Advances: | | |  |  |
|  | Real estate taxes  Hazard insurance | |  | $  $ |
| Credit to Borrowers | | |  |  |
| Attorneys' fee for this lawsuit | | |  | $ |
| Disbursements | | |  |  |
|  | | Filing Fee  Register of Deeds  Service Fees  Title policy costs |  | $  $  $  $ |
| **TOTAL DUE** | | |  | **$** |

Redemption period granted by this court: **[ENTER REDEMPTION]**

Judgment entered this day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLERK OF CIRCUIT COURT

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judgment Clerk

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Clerk