

12. MORTGAGE

Document Number

Document Title



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DOC.# 09539772

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 12/27/2007 11:10AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 33.00

Recording Area

When recorded mail to  
**FIRST AMERICAN TITLE INSURANCE**  
**LENDERS ADVANTAGE**  
**1100 SUPERIOR AVENUE, SUITE 200**  
**CLEVELAND, OHIO 44114**  
**ATTN: FT1120**

950-9999-002

Parcel Identification Number (PIN)

This information must be completed by submitter (document title, name & return address, and PIN (if required)). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRTDA 11B Rev 1/8/2004

# MORTGAGE

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When recorded mail to  
**FIRST AMERICAN TITLE INSURANCE**  
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**1100 SUPERIOR AVENUE, SUITE 200**  
**CLEVELAND, OHIO 44114**  
**ATTN: FT1120**

PARCEL IDENTIFIER NUMBER  
950-9999-002

4312696

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4312696

00014288951508006

[Escrow/Closing #]

[Doc ID #]

MIN 1001337-0001587318-8

THIS MORTGAGE, dated AUGUST 22, 2006, is between  
ANDREA LEMIEUX *Married Individual*

*10210900*

residing at

1020 SYCAMORE AVE, SOUTH MILWAUKEE, WI 53172

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with an address of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS MERS is the "Mortgagee" under this Mortgage and is acting solely as nominee for Countrywide Bank, N.A. ("Lender" or "you") and its successors and assigns.

MORTGAGED PREMISES In consideration of the loan hereinafter described, we 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, the premises located at:

4127 OAKWOOD ROAD, FRANKLIN

Street, Municipality

MILWAUKEE

County

Wisconsin 53172-1342 (the "Premises").

ZIP

and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

● MERS HELOC - WI Mortgage  
2E035-WI (11/04)(d)

Page 1 of 5

Initials *AL*



\* 2 3 9 9 1 \*



\* 1 4 2 8 8 9 5 1 5 0 0 0 0 2 E 0 3 5 \*

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, 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 or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 15,000.00 or so much thereof as may be advanced and readvanced from time to time to  
ANDREA LEMIEUX

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated AUGUST 22, 2006, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

#### OUR IMPORTANT OBLIGATIONS:

(a) TAXES We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) **OUR AUTHORITY TO YOU.** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses, after you give us written notice and a 10 day period in which to perform. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 02/10/2006 and given by us to

COUNTRYWIDE HOME LOANS, INC.

as mortgagee, in the original amount of \$ 89,723.52

(the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage

(h) **HAZARDOUS SUBSTANCES** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and applicable laws of any jurisdiction where the Premises are located or otherwise covering the Premises, that relate to health, safety or environmental protection

(i) **SALE OF PREMISES** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent

(j) **INSPECTION** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS** The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before a default, after entry of a judgment and foreclosure; provided that after entry of a judgment the interest rate shall not exceed the interest rate allowed by then applicable law. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports. We agree to the provisions of Section 846.101 of the Wisconsin Statutes, or any successor provision, permitting you, at your option upon waiving the right to judgment for deficiency, to hold a foreclosure sale of real estate 6 months after a foreclosure judgment is entered

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

This assignment is intended to vest in you the present and absolute right, title and interest in and to any leases and rents of the Premises. However, unless and until a condition or event under Paragraph 12 A. of the Note occurs, we may continue to function as lessor under any leases and to collect all rents, provided, however, that from and after:

- (i) The occurrence of an event or condition under Paragraph 12.A of the Note, and
- (ii) delivery of a written notice to us from you invoking your right to function as lessor under all leases and to collect the rents to our exclusion (the "Declaration");

constructive possession of the Premises will be vested in you. The Declaration shall be effective immediately upon its deposit in the United States mail. The sending of such Declaration shall not be considered the exclusive requisite action relating to the activation of this assignment by you. Each of the following shall also be considered a discernible event, in addition to the Declaration, which shall serve to activate this assignment;

- (a) the taking of possession of the Premises by you;
- (b) the filing of a motion for the appointment of a receiver and/or the appointment of a receiver for the Premises; or
- (c) the commencement of an action to foreclose the Mortgage.

After the delivery of the Declaration or any one of the other foregoing events of activation occurs, we shall have no further right to function as lessor under any of the leases or to collect rents and immediately shall turn over to you all prepaid rents accruing on and after the date on which such notice is delivered to us. The rent shall be paid directly to you. You may notify the tenants under the leases or any other parties in possession of the Premises to pay the rents directly to you at the address specified for notices to you. We hereby irrevocably appoint you our true and lawful attorney-in-fact for all of the purposes set forth herein.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE.** Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

**GENERAL:** You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written

WITNESS:

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

Andrea Lemieux (SEAL)  
 Mortgagor ANDREA LEMIEUX

John H. Lemieux (SEAL)  
 Mortgagor JOHN H. LEMIEUX

\_\_\_\_\_  
 Mortgagor (SEAL)

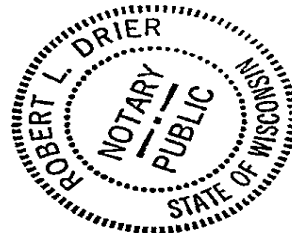
\_\_\_\_\_  
 Mortgagor (SEAL)

STATE OF WISCONSIN, MILWAUKEE County ss:  
 The foregoing instrument was acknowledged before me this 8-25-06  
 by ANDREA LEMIEUX JOHN H. LEMIEUX (date)  
 (person acknowledging)

My Commission Expires 02-07-2010 Robert L. Drier  
 Notary Public, State of Wisconsin

This instrument was prepared by KATIE GROSS

(Seal)



**1-4 FAMILY RIDER  
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 22nd day of AUGUST, 2006, 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 Note to: Countrywide Bank, N.A.

1199 North Fairfax St. Ste.500

Alexandria, VA 22314

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

4127 OAKWOOD ROAD

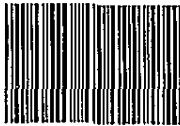
FRANKLIN, WI 53172-1342

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

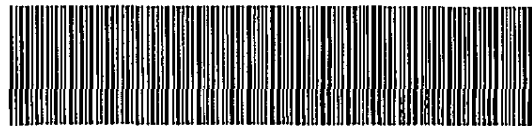
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached

◆ HELOC - 1-4 Family Rider  
1U443-XX (12/05)(d)

Page 1 of 5



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DOC ID #: 00014288951508006

floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property "

- B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission
- D. RENT LOSS INSURANCE.** If Borrower at any time does not occupy the Property, and rents the Property, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument.
- E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender and Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.



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If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by the Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

Except in connection with a senior loan secured by the property as disclosed to Lender in writing prior to the date hereof, Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all of the sums secured by the Security Instrument are paid in full.

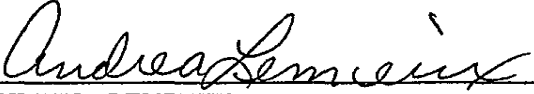
- G. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fee and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debts of Borrower secured by the Security Instrument.

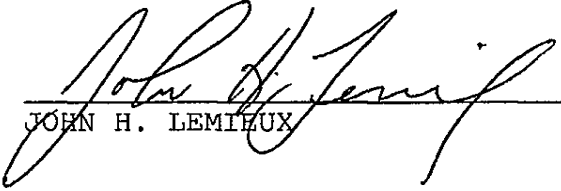
DOC ID #: 00014288951508006

- H. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

DOC ID #: 00014288951508006

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4  
Family Rider

  
\_\_\_\_\_  
ANDREA LEMIEUX Borrower

  
\_\_\_\_\_  
JOHN H. LEMIEUX Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

• HELOC - 1-4 Family Rider  
1U443-XX (12/05)

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EXHIBIT A

SITUATED IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE AND  
STATE OF WISCONSIN.

A PARCEL OF LAND LOCATED IN THE PARCEL 2 OF CERTIFIED SURVEY  
MAP NO. 2710 OF A PART OF THE NORTH WEST 1/4 OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN,  
COUNTY OF MILWAUKEE, STATE OF WISCONSIN

Permanent Parcel Number: 950-9999-002  
JOHN H. LEMIEUX, A SINGLE PERSON AND ANDREA HUEPPE, A SINGLE PERSON

4127 OAKWOOD ROAD, FRANKLIN WI 53172-1342  
Loan Reference Number : 4312696/142889515  
First American Order No. 10210900  
Identifier: f/L/FIRST AMERICAN LENDERS ADVANTAGE

 LEMIEUX  
10210900  
FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



When recorded mail to  
FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120