

FILED  
08-06-2021  
Clerk of Circuit Court  
Manitowoc County, WI  
2021CV000310

STATE OF WISCONSIN    CIRCUIT COURT    MANITOWOC COUNTY

David Kope  
1882 Horseshoe Ct.  
Deperre, WI 54115

and

Yvonne Kope  
3802 Clover Rd.  
Manitowoc, WI 54220

Plaintiffs,

vs.

Todd Ward  
2336 Roosevelt Ave.  
Two Rivers, WI 54241

and,

Melissa Ward  
2336 Roosevelt Ave.  
Two Rivers, WI 54241

And

Abraham Coronado  
1519 S. 36<sup>th</sup> St.  
Milwaukee, WI 53215

And

Jason Pielhop  
117 W. Water St.  
Brillion, WI 54110

And

Wisconsin Consumer Credit  
W5071 Cty Rd. O  
Plymouth, WI 53073

Served On  
Name: ~~Lisa of Manitowoc~~  
Address: 900 Bury St.  
City: Manitowoc, WI  
Date: 8/18/21  
Time: 10:25 AM  
Served By: Sam L. Hendry  
BY: MACKENZIE RUD-KADLOW

SUMMONS    RECEIVED

AUG 18 2021

Case No.    CITY CLERKS OFFICE

Case Code: 30404

And

City of Manitowoc  
900 Quay St.  
Manitowoc, WI 54220

Defendants.

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THE STATE OF WISCONSIN

To each party named above as Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Manitowoc County Courthouse, Clerk of Circuit Court, 1010 S. 8<sup>th</sup> Street, Manitowoc, WI 54220 and to plaintiff's Attorney, John P. Buran, at 1115 S. 9<sup>th</sup> St., Manitowoc, WI 54220.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of August 2021.

Electronically signed by John P. Buran

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John P. Buran, Attorney for the Plaintiff  
State Bar No. 1001670

**BURAN LAW OFFICES**  
1115 South 9<sup>th</sup> Street  
Manitowoc, WI 54220

Phone: (920) 682-0221  
Fax: (920) 682-6330

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STATE OF WISCONSIN    CIRCUIT COURT    MANITOWOC COUNTY

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David Kope  
1882 Horseshoe Ct.  
Depere, WI 54115

and

Yvonne Kope  
3802 Clover Rd.  
Manitowoc, WI 54220

Plaintiffs,

**COMPLAINT**

vs.

File No.

Todd Ward  
2336 Roosevelt Ave.  
Two Rivers, WI 54241

Case Code: 30404

and,

Melissa Ward  
2336 Roosevelt Ave.  
Two Rivers, WI 54241

And

Abraham Coronado  
1519 S. 36<sup>th</sup> St.  
Milwaukee, WI 53215

And

Jason Pielhop  
117 W. Water St.  
Brillion, WI 54110

And

Wisconsin Consumer Credit  
W5071 Cty Rd. O  
Plymouth, WI 53073

And

City of Manitowoc  
900 Quay St.  
Manitowoc, WI 54220

Defendants.

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Plaintiff's by Buran Law Offices, by John P. Buran, their attorney, complains of the above-named Defendant and for a cause of action alleges and respectfully shows to the Court:

1. Plaintiff, David Kope, is an adult resident of the State of Wisconsin, residing at 1992 Horsehoe Ct., Depere, WI 54115
2. Plaintiff, Yvonne Kope is an adult residents of the State of Wisconsin and resides at 3802 Clover Rd. Manitowoc, Wisconsin 54220.
3. Defendant, Todd Ward, on information and belief, is an adult resident of the State of Wisconsin, residing at 2336 Roosevelt Ave., Two Rivers, WI 54241.
3. Defendant, Melissa Ward, on information and belief, is an adult resident of the State of Wisconsin, residing at 2336 Roosevelt Ave., Two Rivers, WI 54241.
4. On or about March 5, 2019 Plaintiff David Kope and Dennis Kope entered into an unrecorded land contract with Defendants, Todd Ward and Melissa Ward. Dennis Kope is now deceased and his successor in interest is his spouse, the Plaintiff Yvonne Kope. Copy of Land Contract is attached and marked as exhibit A.
5. Pursuant to the terms of the Land Contract, Defendants were to pay Plaintiffs \$500.00 per month and payments of \$5,000.00 on April 1 of each year, until the purchase price of \$58,000.00 was paid in full, provided the entire outstanding balance was to be paid in full on or before April 1, 2024.
6. Defendants were to also pay property taxes for the property.
7. Defendants have failed to make the above referenced payments.
8. The total amount due for delinquent payments under the land contract is \$19,500.00.
9. Defendants have not been current at any time during the term of the land contract.
10. Plaintiffs have repeatedly demanded payment from Purchasers, who have refused and failed to pay said sum or any part thereof.

11. Defendant, Abraham Coronado, may claim some interest or lien in and to said real estate by virtue of a certain judgment docketed in the office of the Clerk of Circuit Court for Manitowoc County, Wisconsin on June 27, 2018, in favor of said defendant and against defendants Todd Ward and Melissa Ward as Case No. 2017 SC 896, in the sum of \$5,538.56. That the interest or lien, if any, of said defendant and to said real estate is subsequent, subordinate and junior to the interests of Plaintiffs and the Land Contract.

12. Defendant, Jason Pielhop, may claim some interest or lien in and to said real estate by virtue of a certain judgment docketed in the office of the Clerk of Circuit Court for Manitowoc County, Wisconsin on September 15, 2015, as Case No. 2015 SC 1189, in the sum of \$6,684.82. The interest or lien, if any, of said defendant and to said real estate is subordinate and junior to the interests of Plaintiffs and lien of the Land Contract.

13. Defendant Wisconsin Consumer Credit may claim some interest in and to said real estate by virtue of a certain judgment docketed in the office of the Clerk of Circuit Court for Manitowoc County, Wisconsin on August 22, 2016, as Case No. 2016 SC 1570 in the sum of \$382.60. The interest or lien, if any, of said defendant and to said real estate is subordinate and junior to the interests of Plaintiffs and lien of the Land Contract.

14. Defendant, City of Manitowoc, may claim some interest in and to said real estate by virtue of a certain judgment docketed in the office of the Clerk of Circuit Court on December 5, 2021 as Case No. 2012 SC 1794 in the sum of \$2,521.60. The interest or lien, if any, of said defendant and to said real estate is subordinate and junior to the interests of Plaintiffs and lien of the Land Contract.

15. The Defendants, Todd Ward and Melissa Ward, are in possession of the premises.

THEREFORE, Plaintiff demands judgment against the Defendant as follows:

1. A judgment terminating the Land Contract;
2. A judgment of strict foreclosure of the Land Contract
3. Judgment for all amounts due under said Land Contract.
4. Judgment that Defendants and all persons claiming under them have no legal or equitable interest in the property specified in the Land Contract;
5. That Plaintiffs have and recover their costs, disbursements, and reasonable attorney fees of this action.
6. For such other and further relief as shall be just and equitable and in accordance with the rules and practice of this court.

Dated this 5th day of August 2021.

Electronically signed by John P. Buran

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John P. Buran, Attorney for the Plaintiff  
State Bar No. 1001670

**BURAN LAW OFFICES**  
1115 South 9<sup>th</sup> Street  
Manitowoc, WI 54220

Phone: (920) 682-0221  
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State Bar of Wisconsin Form 11-2003  
**LAND CONTRACT**  
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between Dennis Kope and David Kope  
\_\_\_\_\_  
("Vendor," whether one or more),  
and Todd Ward and Melissa Ward, husband and wife  
\_\_\_\_\_  
("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Manitowoc County, State of Wisconsin:

SEE ATTACHED LEGAL DESCRIPTION

Purchaser agrees to purchase the Property and to pay to Vendor at 3802  
Clover Road, Manitowoc, WI 54220  
the sum of \$ 58,000.00 in the following manner:

(a) \$ 5,000.00 at the execution of this Contract; and

\$53,000, together with interest from the date hereof on the balance outstanding from time to time at the rate of 0 % per annum until paid in full as follows:

1. Monthly payments in the amount of \$500.00 commencing April 1, 2019 and payable on first day of each month thereafter.
2. Payments of \$5,000.00 due on April 1, 2020 and on each April 1 of the following year for 4 years.
3. Balloon/balance payment due April 1, 2024 in amount to be determined.

provided the entire outstanding balance shall be paid in full on or before April 1, 2024 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

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

Recording Area

Name and Return Address

Buran Law Office  
1115 S. 9th St..  
Manitowoc, WI 54220

053-154-000-135-2

Parcel Identification Number (PIN)

This is not \_\_\_\_\_ homestead property.  
(is) (is not)

This is \_\_\_\_\_ a purchase money mortgage.  
(is) (is not)



**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

**Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. No title evidence was provided prior to execution of this Contract.