

Jim
7-21-14

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 1

14-1402

MANITOWOC COUNTY

SHORELINE CREDIT UNION
P.O. Box 27
Two Rivers, WI 54241-0027,

Case No. 14 CV 147
#30404 - Foreclosure

Plaintiff,

v.

CHRISTOPHER J. SEEFELDT
1310 S. 31st Street
Manitowoc, WI 54220,

FILED

JUN -2 2014

JENNIFER L. SEEFELDT
N2464 Hayton Road
New Holstein, WI 53061,

RECEIVED

JUN 17 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

CITY CLERKS OFFICE

CITY OF MANITOWOC
900 Quay Street
Manitowoc, WI 54220,

Defendants.

Process Server
Type: 115 Date: 6-17-2014
Address: 900 Quay Street
Manitowoc, WI 54220
City of Manitowoc

AMENDED SUMMONS

STATE OF WISCONSIN

To each person named above as a Defendant:

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

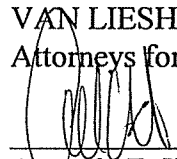
Within twenty (20) days of receiving this Amended Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Amended Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 1010 S. Eighth Street, P.O. Box 2000, Manitowoc, Wisconsin 54221-2000, and Plaintiff's attorney, whose

address is 122 E. Main Street, P.O. Box 186, Little Chute, Wisconsin 54140-0186. You may have an attorney help or represent you.

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 Amended Complaint, and you may lose your right to object to anything that is or may be incorrect in the Amended 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 29th day of May, 2014.

VAN LIESHOUT LAW OFFICE
Attorneys for Plaintiff



Amanda E. Keitel
State Bar No. 1079609

122 E. Main Street
P.O. Box 186
Little Chute, WI 54140-0186
(920) 788-0800

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 1

MANITOWOC COUNTY

SHORELINE CREDIT UNION
P.O. Box 27
Two Rivers, WI 54241-0027,

Case No. 14 CV 147
#30404 - Foreclosure

Plaintiff,

v.

CHRISTOPHER J. SEEFELDT
1310 S. 31st Street
Manitowoc, WI 54220,

JENNIFER L. SEEFELDT
N2464 Hayton Road
New Holstein, WI 53061,

CITY OF MANITOWOC
900 Quay Street
Manitowoc, WI 54220,

Defendants.

FILED

JUN -2 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

AMENDED COMPLAINT

COMES NOW the Plaintiff, by and through its attorneys, Van Lieshout Law Office, and as and for an Amended Complaint in the above-entitled matter, alleges and shows the Court as follows:

1. Plaintiff is a credit union authorized and existing under the laws of the State of Wisconsin.
2. Upon information and belief, Defendant, **CHRISTOPHER J. SEEFELDT** (hereinafter referred to as "Christopher" or referred to collectively with Defendant, Jennifer L. Seefeldt, as "Mortgagor Defendants"), is an adult resident of Manitowoc County, Wisconsin.

3. Upon information and belief, Defendant, **JENNIFER L. SEEFELDT** (hereinafter referred to as “Jennifer” or referred to collectively with Defendant, Christopher J. Seefeldt, as “Mortgagor Defendants”), is an adult resident of Calumet County, Wisconsin.

4. Upon information and belief, Defendant, City of Manitowoc, is a Wisconsin municipal corporation.

5. On or about May 15, 2014, the Honorable Mark R. Rohrer, entered an Order for Judgment and Judgment in the above-entitled matter, foreclosing the interest of the Mortgagor Defendants in the premises located at 1310 S. 31st Street, City of Manitowoc, Manitowoc County, Wisconsin (hereinafter referred to as the “Real Estate”), more particularly described in said Order for Judgment and Judgment, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**.

6. That Defendant, City of Manitowoc, may claim an interest in the Real Estate by reason of a Mortgage executed by the Mortgagor Defendants to the City of Manitowoc dated May 12, 2003 and recorded in Volume 1827 of Records, Pages 421-422 on May 13, 2003 as Document No. 937533.

7. That the interest of Defendant, City of Manitowoc, in the Real Estate is subordinate to the Mortgage of the Plaintiff by reason of a Real Estate Mortgage Subordination Agreement dated May 12, 2009 and recorded in Volume 2517 of Records, pages 654-655 on November 23, 2009 as Document No. 1074688, a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**.

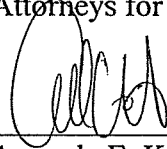
8. That the Plaintiff seeks a foreclosure of the interest of the Defendant, City of Manitowoc, in the Real Estate.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure of the interest of Defendant, City of Manitowoc, in the Real Estate;
2. For an Order determining that any interest of the Defendant, City of Manitowoc, in the Real Estate is junior and subordinate to that of the Plaintiff;
3. For costs, disbursements and reasonable attorney fees;
4. For such other and further relief as the Court deems just and equitable.

Dated this 29th day of May, 2014.

VAN LIESHOUT LAW OFFICE
Attorneys for Plaintiff



Amanda E. Keitel
State Bar No. 1079609

122 E. Main Street
P.O. Box 186
Little Chute, WI 54140-0186
(920) 788-0800

SHORELINE CREDIT UNION,

Case No. 14 CV 147

Plaintiff,

v.

CHRISTOPHER J. SEEFELDT and
JENNIFER L. SEEFELDT,Defendants.

FILED
MAY 15 2014
CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

ORDER FOR JUDGMENT AND JUDGMENT

This action having come on to be heard on May 15, 2014, the Honorable Mark R. Rohrer, Circuit Judge, presiding.

The Summons and Complaint having been served upon the Defendants, proof of which is on file, and said Defendants being in default, and proof of default having been made.

Due notice of the pendency of this action was filed in the office of the Register of Deeds of this County more than 20 days prior to this hearing; and

Said action having duly come on for hearing before this Court, as provided by law, and Plaintiff appearing by affidavit of its attorneys, Van Lieshout Law Office, and no appearance having been made by, or on behalf of, the Defendants, and there being no opposition thereto, and the Court having heard proofs submitted in open Court and having determined that all material allegations of the Complaint are true, and

IT FURTHER APPEARING THAT:

1. The full name and place of residence of each Defendant to this action is as follows:

EXHIBIT A

Christopher J. Seefeldt
591 S. Main Street, #6
Mishicot, WI 54228

Jennifer L. Seefeldt
N2464 Hayton Road
New Holstein, WI 53061

2. The mortgaged premises is a single-family dwelling located at 1310 S. 31st Street, City of Manitowoc, Manitowoc County, Wisconsin (hereinafter referred to as the "Real Estate").

3. That the Real Estate cannot be divided for sale into parcels without injury to the interests of the parties.

4. Plaintiff's mortgage in the original stated amount of \$72,167.50, recorded on May 12, 2009 is a first lien on the Real Estate.

5. There is now due Plaintiff, as of the date of this hearing, the sum of \$66,762.11.

NOW, on motion of the attorneys for the Plaintiff,

IT IS FOUND, DETERMINED AND ADJUDGED:

1. That all of the material allegations of the Complaint are proven and true.

2. That there is due Plaintiff, as of May 15, 2014, the sum of \$66,762.11, plus disbursements taxed in the sum of \$811.84 and the sum of \$800.00 for attorneys' fees.

3. That all sums hereafter advanced by Plaintiff for insurance, necessary repairs, and taxes, not included in the judgment, may be added to the judgment by Order at any time after entry of judgment.

4. That the Real Estate is described as follows:

Lot Forty-four (44), according to the recorded Plat of Industrial Addition, in the City of Manitowoc, Manitowoc County, Wisconsin.

Tax Key No.: 052-370-000-440.00

5. That the Real Estate consists of twenty (20) acres or less in area and is not owner occupied.
6. That the Real Estate cannot be divided for sale into parcels without injury to the rights of the parties, and must be sold as a whole.
7. That the Real Estate, unless sooner redeemed, be sold at public auction by and under the direction of the Sheriff at any time after six (6) months from the date of entry of judgment for the amounts due the Plaintiff, and said Sheriff shall give public notice of the time and place of such sale in the manner provided by law and by publication in a newspaper published in this County.
8. That the Real Estate shall be sold, subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action, and that Defendants be forever barred and foreclosed of any right, title or interest in and to the Real Estate.
9. That after deducting sheriff's fees and expenses of sale, the proceeds shall first be applied to the amounts due the Plaintiff, with interest at the rate of 5.250% the minimum rate prevailing immediately prior to the default on which the foreclosure is based, and that the surplus, if any, shall be subject to the further Order of this Court.
10. That the Sheriff, after sale, shall make a report to the Court, and the purchaser be let into possession of the Real Estate on production of the Sheriff's Deed, and all parties to this action, or other persons securing possession after the date of Lis Pendens, shall deliver possession to said purchaser, and that the Court or the Clerk shall, on application, issue a Writ of Assistance to deliver such possession.

11. That the Defendants may remain entitled to possession of the Real Estate and are entitled to all rents, issues and profits therefrom to the date of confirmation of sale, unless they should abandon the same.

12. That the Plaintiff retains the right to seek a deficiency judgment against the Defendants, the amount of said judgment to be determined after the sale of the Real Estate.

13. That the Defendant and persons claiming under them are enjoined from committing waste or doing any act that may impair the value of the Real Estate.

14. That in the event the State of Wisconsin Department of Veteran 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.

15. 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).

16. That the Plaintiff retains the right to amend its pleadings to add additional Defendants.

17. That the Clerk of this Court will enter Judgment.

Dated this 15 day of May, 2014.

BY THE COURT:

15/

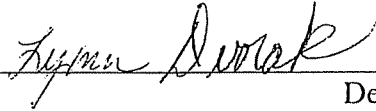
Mark R. Rohrer
Circuit Court Judge, Br. 1
Manitowoc County, Wisconsin

***[THIS SPACE INTENTIONALLY LEFT BLANK
WITH SUMMARY OF JUDGMENT TO FOLLOW]***

JUDGMENT ENTERED this 15th day of May, 2014.

BY THE COURT:

LYNN ZIGMUNT, CLERK OF COURTS


Deputy Clerk

SUMMARY OF JUDGMENT

AMOUNT DUE PLAINTIFF \$66,762.11

COSTS AND DISBURSEMENTS TAXED:

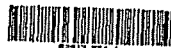
(A)	Clerk's Filing Fee:	\$265.50
(B)	Lis Pendens and Certified Copy:	33.00
(C)	Service, Summons and Complaint:	130.00
(D)	Title Insurance Fees:	375.00
(E)	Postage and Delivery Fees:	8.34
(F)	Attorneys' Fees:	800.00

TOTAL COSTS AND DISBURSEMENTS: \$1,611.84

TOTAL JUDGMENT: \$68,373.95

DOCUMENT NO.

DOC# 1074688



VOL 2517 PG 654

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to Christopher J. and Jennifer L. Seefeldt,
Husband and Wife

(Mortgagor) whether one or more, to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to Shoreline Credit Union

(Lender) in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated May 12, 2003 and recorded in the office of the

Register of Deeds of Manitowoc County, Wisconsin, on May 13, 2003 as Document No. 937533

(Mortgagor) of (Mortgagor) on (page) 421 ("Mortgagee's Mortgage").

1. Description of Property. The legal description of the Property is as follows:

Lot 44, Industrial Addition, according to the recorded plat thereof, City of Manitowoc, Manitowoc County, Wisconsin.

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
11/23/2009 12:50:30 PM

Recording Area 13ck

Name and Return Address

MANITOWOC CITY PLAN COMMISSION
300 CLAY STREET
MANITOWOC, WI 54220

370-000-440

Parcel Identifier No.

☐ If checked here, the description continues or appears on reverse side or attached sheet.
2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignee is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage"):

☐ (a) The following note(s):
Note #1 dated _____ In the sum of _____ plus interest,
from _____ (Name of Maker) to Lender.
Note #2 dated _____ In the sum of \$ _____ plus interest,
from _____ (Name of Maker) to Lender.

and any renewals, extensions or modifications thereof, but not increases in principal amount.

☒ (b) The sum of \$71,700.00 \$72,167.50 plus interest.

☐ (c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor.
3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed May 12, 2009

the Community Development Authority
of the City of Manitowoc (SEAL)

By: John W. Stangel, Chairman (SEAL)

By: David Less, Executive Director (SEAL)

AUTHENTICATION

Signatures of _____

authenticated this _____ day of _____

Title: Member State Bar of Wisconsin or
authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by
David Less

*Type or print name
signed above.

ACKNOWLEDGEMENT

STATE OF WISCONSIN
County of Manitowoc ss.

This instrument was acknowledged before me on May 12, 2009
by John W. Stangel - Chairman

as David Less - Executive Director/Secretary

(Type of authority, e.g., officer, trustee, etc., if any)

of Janet K. Zunker

Notary Public, Wisconsin
My Commission Expires December 23, 2012

ADDITIONAL PROVISIONS

4. Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

