

Fin.
4-7-14

14-436

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

MANITOWOC COUNTY HABITAT
FOR HUMANITY, INC.

f/n/a Two Rivers-Manitowoc Habitat for Humanity, Inc.
502 N. 8th Street
Manitowoc, WI 54221-0631

FILED

MAR 10 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

Plaintiff,

vs.

Classification No. 30404

BRIAN A. PETERMAN
1815 Marshall Street
Manitowoc, WI 54220

Case No. 14 cv 107

and

KELLY A. PETERMAN
2625 S. 21st Street
Manitowoc, WI 54220

RECEIVED

MAR 13 2014

CITY CLERKS OFFICE

and

MANITOWOC COUNTY
1010 S. 8th Street
Manitowoc, WI 54220

and

CITY OF MANITOWOC
900 Quay Street
Manitowoc, WI 54220

and

LAKESHORE CAP
702 State Street
Manitowoc, WI 54220

and

JOHN SCHMIDT
127 Turner Street
Two Rivers, WI 54241

and

FAMILY DENTAL CENTER
3712 Kadow Street
Manitowoc, WI 54220

and

FIRST NATIONAL BANK IN MANITOWOC
2915 Custer Street
Manitowoc, WI 54220

and

WISCONSIN PUBLIC SERVICE CORP.
P.O. Box 236
Two Rivers, WI 54241

and

HOLY FAMILY MEMORIAL, INC.
2100 Western Avenue
P.O. Box 2170
Manitowoc, WI 54221-2170

Defendants.

SUMMONS

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal 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, or within forty-five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, 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 Clerk of Circuit Court, 1010 S. 8th Street, Manitowoc, WI, and to Patrick A. Dewane, Jr., plaintiff's attorney, whose address is Dewane Law Offices, LLP, P. O. Box 1507, Manitowoc, Wisconsin, 54221-1507. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty-five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, 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 10 day of March, 2014.

DEWANE LAW OFFICES, LLP
Attorneys for Plaintiff

By: 

Patrick A. Dewane, Jr.
State Bar No. 1014425

940 S. 8th St., P.O. Box 1507
Manitowoc, WI 54221-1507
(920) 682-7732

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

MANITOWOC COUNTY HABITAT
FOR HUMANITY, INC.

f/n/a Two Rivers-Manitowoc Habitat for Humanity, Inc.
502 N. 8th Street
Manitowoc, WI 54221-0631

Plaintiff,

vs.

BRIAN A. PETERMAN
1815 Marshall Street
Manitowoc, WI 54220

and

KELLY A. PETERMAN
2625 S. 21st Street
Manitowoc, WI 54220

and

MANITOWOC COUNTY
1010 S. 8th Street
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P.O. Box 236
Two Rivers, WI 54241

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HOLY FAMILY MEMORIAL, INC.
2100 Western Avenue
P.O. Box 2170
Manitowoc, WI 54221-2170

Defendants.

COMPLAINT

Plaintiff, by its attorneys, Dewane Law Offices, LLP, by Patrick A. Dewane, Jr., plead as follows:

1. That the plaintiff is a not for profit corporation with its main business located at 502 N. 8th Street, Manitowoc, Wisconsin, and it builds and sells homes to the economically less fortunate in the Manitowoc County area.

2. That on information and belief, the defendant, Brian A. Peterman, is an adult residing at 1815 Marshall Street, Manitowoc, Wisconsin.

3. That on information and belief, the defendant, Kelly A. Peterman, is an adult residing at 2625 S. 21st Street, Manitowoc, Wisconsin.

4. That on information and belief, the defendant, Manitowoc County, is a municipal entity in the State of Wisconsin, and is a party to this action by virtue of delinquent real estate taxes plus interest and penalty in the sum of Six Thousand Eighteen and 26/100 (\$6,018.26) Dollars plus penalty and interest for 2010, 2011, and 2012.

5. That on information and belief, the defendant, City of Manitowoc, is a municipal entity in the State of Wisconsin, and is a party to this action by virtue of real estate taxes plus interest and penalty in the sum of One Thousand Five Hundred Fifty and 20/100 (\$1,550.20) Dollars plus penalty and interest for 2013.

6. That on information and belief, the defendant, City of Manitowoc, is a municipal entity in the State of Wisconsin, and is a party to this action by virtue of a Mortgage between Brian A. Peterman and Kelly A. Peterman and the City of Manitowoc in the sum of Six Thousand (\$6,000) Dollars. Said Mortgage is dated July 19, 1999, which Mortgage may have a balance of Six Thousand (\$6,000) Dollars.

7. That on information and belief, the defendant, City of Manitowoc, is a municipal entity in the State of Wisconsin, and is a party to this action by virtue of a Mortgage between Brian A. Peterman and Kelly A. Peterman and the City of Manitowoc in the sum of Five Thousand Seven Hundred Twenty Eight and 00/100 (\$5,728.00) Dollars. Said Mortgage is dated

September 14, 2001, which Mortgage may have a balance of Five Thousand Seven Hundred Twenty Eight and 00/100 (\$5,728.00) Dollars.

8. That on information and belief, the defendant, Lakeshore CAP, is a corporation with its principal offices at 702 State Street, Manitowoc, Wisconsin, and is a party to this action by virtue of a Mortgage between Brian A. Peterman and Kelly A. Peterman and Lakeshore CAP in the sum of Ten Thousand (\$10,000) Dollars. Said Mortgage is dated July 22, 1999 and recorded in the office of the Register of Deeds for Manitowoc County on July 22, 1999, as document number 840697 in Vol. 1382 at Page 209 which mortgage has a balance as of March 7, 2014 of Three Thousand Three Hundred Thirty Two and 80/100 (\$3,332.80) Dollars of which Habitat for Humanity has paid Two Thousand and 16/100 (\$2,000.16) Dollars as of March 7, 2014.

9. That on or about July 19, 1999, for value received, Brian A. Peterman and Kelly A. Peterman executed and delivered to Manitowoc County Habitat for Humanity, Inc., a First Note, in writing, dated that date and thereby promised to pay Forty One Thousand Four Hundred (\$41,400) Dollars payable in accordance with the terms and provisions of said Note. Said Note is attached hereto as Exhibit C.

10. That to secure the First Note referred to in the preceding paragraph, Brian A. Peterman and Kelly A. Peterman duly executed a First Habitat Mortgage to Manitowoc County Habitat for Humanity, Inc., f/n/a Two Rivers-Manitowoc Habitat for Humanity, Inc., which mortgage was recorded on July 22, 1999, in the office of the Register of Deeds for Manitowoc County in Volume 1382 at Page 213 as document No. 840699. Said Mortgage is attached as Exhibit D.

11. That the aforementioned Mortgage provided that in the event the obligations of any of the defendants shall be in default and such default shall continue for a period of fifteen (15) days, then the Mortgagee may, at Mortgagee's option, declare this Mortgage in default.

12. That on or about July 19, 1999, for value received, Brian A. Peterman and Kelly A. Peterman executed and delivered to Manitowoc County Habitat for Humanity, Inc., a Second Note, in writing, dated that date and thereby promised to pay Ten Thousand (\$10,000) Dollars plus interest payable in accordance with the terms and provisions of said Note. Said Note is attached hereto as Exhibit A.

13. That to secure the Second Note referred to in the preceding paragraph, Brian A. Peterman and Kelly A. Peterman duly executed a Second Habitat Mortgage to Manitowoc County Habitat for Humanity, Inc., f/n/a Two Rivers-Manitowoc Habitat for Humanity, Inc., which mortgage was recorded on July 22, 1999, in the office of the Register of Deeds for Manitowoc County in Volume 1382 at Page 214 as document No. 840700. Said Mortgage is attached as Exhibit B.

14. That the aforementioned Mortgage provided that in the event the obligations of any of the defendants shall be in default and such default shall continue for a period of fifteen (15) days, then the Mortgagee may, at Mortgagee's option, declare this Mortgage in default.

15. That the defendants, Brian A. Peterman and Kelly A. Peterman, are in default, having failed to comply with the terms and conditions of the aforesaid Mortgage by failing and neglecting to pay on said Second Habitat Note, failing to pay the First Habitat Note, failing to timely pay the real estate taxes which have accrued, failing to keep the real estate insured pursuant to the terms of the Second Habitat Mortgage herein recited and are in arrears as follows:

Amount Owed on the Second Note to Manitowoc County Habitat for Humanity, Inc.	\$10,000.00 plus interest
Amount Owed on the First Note to Manitowoc County Habitat for Humanity, Inc.	\$ 18,133.88 plus interest
City of Manitowoc	\$ 6,000.00 plus interest
City of Manitowoc	\$ 5,728.00 plus interest
Payments to Lakeshore CAP	\$ 3,332.80
Habitat property insurance	\$ 1,020.00
Delinquent Real Estate Taxes:	
Year 2010 - is delinquent as of March, 2014	\$ 2,086.22 plus penalty and interest
Year 2011 - is delinquent as of March, 2014	\$ 1,981.39 plus penalty and interest
Year 2012 - is delinquent as of March, 2014	\$ 1,950.65 plus penalty and interest
Year 2013 - as of March, 2014	\$ 1,550.20 plus penalty and interest
Attorney Fees	\$ 2,500.00
Costs and disbursements as of the date of filing (Balance to be determined)	\$ 305.50

16. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgages are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.

17. No proceedings have been had at law or otherwise for the recovery of the sums secured by said notes and mortgages except for the present action, and all conditions precedent to the commencement of this action are satisfied.

18. The plaintiff is the current owner and holder of said certain Notes and recorded mortgages on real estate located in this county, true copies of which are attached hereto as Exhibits "A", "B", "C" and "D" and incorporated by reference.

19. The mortgaged real estate is owned of record by Brian A. Peterman and Kelly A. Peterman, and is legally described as: Lot 3 of Radandt's Subdivision No. 1 to the City of Manitowoc, Wisconsin.

20. That there is now a principal balance owing as of March 7, 2014, of Ten Thousand and 00/100 (\$10,000.00) Dollars plus interest on the second Habitat Mortgage and said sum increases daily.

21. That on information and belief there are unpaid real estate taxes and special assessments on the premises as described herein above and said sums are increasing daily.

22. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments on the second mortgage and has directed that foreclosure proceedings be instituted.

23. The mortgaged premises is a parcel of land with a single family residence thereon which was occupied as the homestead of the defendants, Brian A. Peterman and Kelly A. Peterman.. That said premises cannot be sold in part or parcels without material harm to the interest and rights of the parties hereto. That said defendants, Brian A. Peterman and Kelly A. Peterman, were in possession of said premises and in enjoyment of the use thereof. The property does not constitute the homestead of the mortgagor.

24. That the real estate has been abandoned by the defendants, Brian A. Peterman and Kelly A. Peterman. That said defendants no longer care for or maintain said real estate. Said real estate has been unoccupied for over the last six (6) consecutive months.

25. That the defendant, the City of Manitowoc, has two (2) mortgages, the defendant, Lakeshore CAP, has a mortgage, and Manitowoc County Habitat for Humanity, Inc., also has a First Habitat Mortgage and these entities have mortgages which have priority before the plaintiff's Second Habitat Mortgage. That the other defendants may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and the plaintiff's claims made herein.

FORECLOSURE CLAIM IN THE ALTERNATIVE

26. That on or about July 19, 1999, for value received, Brian A. Peterman and Kelly A. Peterman executed and delivered to Manitowoc County Habitat for Humanity, Inc., a First Note, in writing, dated that date and thereby promised to pay Forty One Thousand Four Hundred (\$41,400) Dollars payable in accordance with the terms and provisions of said Note. Said Note is attached hereto as Exhibit C.

27. That to secure the First Note referred to in the preceding paragraph, Brian A. Peterman and Kelly A. Peterman duly executed a First Habitat Mortgage to Manitowoc County Habitat for Humanity, Inc., f/n/a Two Rivers-Manitowoc Habitat for Humanity, Inc., which mortgage was recorded on July 22, 1999, in the office of the Register of Deeds for Manitowoc County in Volume 1382 at Page 213 as document No. 840699 Said Mortgage is attached as Exhibit D.

28. That the aforementioned Mortgage provided that in the event the payments of any principal and interest shall be in default and such default shall continue for a period of fifteen (15) days, then the Mortgagee may, at Mortgagee's option, declare this First Habitat Mortgage in default.

29. That the defendants, Brian A. Peterman and Kelly A. Peterman, are in default, having failed to comply with the terms and conditions of the aforesaid Mortgage by failing and neglecting to pay the monthly payments of the first Habitat mortgage, and failing to timely pay real estate taxes which have accrued, pursuant to the terms of the Mortgage herein recited, and are in arrears as follows:

Amount Owed on the First Note to Manitowoc County Habitat for Humanity, Inc.	\$ 18,133.88 plus interest
City of Manitowoc	\$ 6,000.00 plus interest
City of Manitowoc	\$ 5,728.00 plus interest
Payments to Lakeshore CAP	\$ 3,332.80
Habitat property insurance	\$ 1,020.00
Delinquent Real Estate Taxes:	
Year 2010 - is delinquent as of March, 2014	\$ 2,086.22 plus penalty and interest
Year 2011 - is delinquent as of March, 2014	\$ 1,981.39 plus penalty and interest
Year 2012 - is delinquent as of March, 2014	\$ 1,950.65 plus penalty and interest
Year 2013 - as of March, 2014	\$ 1,550.20 plus penalty and interest
Attorney Fees	\$ 2,500.00
Costs and disbursements as of the date of filing (Balance to be determined)	\$ 305.50

30. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises

covered by the mortgages are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.

31. No proceedings have been had at law or otherwise for the recovery of the sums secured by said notes and mortgages except for the present action, and all conditions precedent to the commencement of this action are satisfied.

32. The plaintiff is the current owner and holder of said certain Notes and recorded mortgages on real estate located in this county, true copies of which are attached hereto as Exhibits "A", "B", "C" and "D" and incorporated by reference.

33. The mortgaged real estate is owned of record by Brian A. Peterman and Kelly A. Peterman, and is legally described as: Lot 3 of Radandt's Subdivision No. 1 to the City of Manitowoc, Wisconsin.

34. That there is now a principal balance owing as of March 7, 2014, of Eighteen Thousand One Hundred Thirty Three and 88/100 (\$18,133.88) Dollars on the first Habitat Mortgage and said sum increases daily.

35. That on information and belief there are unpaid real estate taxes and special assessments on the premises as described herein above and said sums are increasing daily.

36. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments on the first mortgage and has directed that foreclosure proceedings be instituted.

37. The mortgaged premises is a parcel of land with a single family residence thereon which was occupied as the homestead of the defendants, Brian A. Peterman and Kelly A.

Peterman.. That said premises cannot be sold in part or parcels without material harm to the interest and rights of the parties hereto. That said defendants, Brian A. Peterman and Kelly A. Peterman, were in possession of said premises and in enjoyment of the use thereof. The property does not constitute the homestead of the mortgagor.

38. That the real estate has been abandoned by the defendants, Brian A. Peterman and Kelly A. Peterman. That said defendants no longer care for or maintain said real estate. Said real estate has been unoccupied for over the last six (6) consecutive months.

39. That the defendant, the City of Manitowoc, has two (2) mortgages, the defendant, Lakeshore CAP, has a mortgage, and these entities have mortgages which have priority before the plaintiff's First Habitat Mortgage. That the other defendants may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and the plaintiff's claims made herein.

WHEREFORE, the plaintiff demands:

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, Brian A. Peterman and Kelly A. Peterman, be barred from all rights in said premises, except that right to redeem the same before sale as provided by law.

4. That the premises be sold for payment of the amounts due to the plaintiff together with interests, costs of sale and any advances made for the benefit and preservation of the premises.

5. That the interest of the defendant, City of Manitowoc, the defendant, Lakeshore CAP, and a First Habitat Mortgage of Manitowoc County Habitat for Humanity, Inc., be adjudged superior in priority to the plaintiff's and the interests of the other defendants be adjudged subordinate to plaintiff's Second Habitat Mortgage or alternatively that the interest of the defendant, City of Manitowoc and the defendant, Lakeshore CAP be adjudged superior in priority and the interest of the other defendants be adjudged subordinate to plaintiff's First Habitat Mortgage.

6. That the defendants, Brian A. Peterman and Kelly A. Peterman, and all persons claiming under them be enjoined and restrained from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of this action; and

7. That the plaintiff have such other and further judgment order or relief as may be just and equitable.

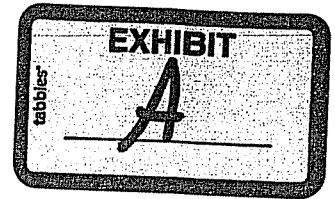
Dated this 10 day of March, 2014.

DEWANE LAW OFFICES, LLP
Attorneys for Plaintiff

By: 

Patrick A. Dewane, Jr.
State Bar No. 1014425

940 S. 8th St., P.O. Box 1507
Manitowoc, WI 54221-1507
(920) 682-7732



SECOND HABITAT MORTGAGE NOTE

\$ 10,000.00

Two Rivers, Wisconsin

FOR VALUE RECEIVED, the undersigned Brian A. Peterman and Kelly A. Peterman, ("Maker") jointly and severally promise to pay to the order of Two Rivers-Manitowoc Habitat for Humanity, Inc., ("Habitat"), a non-profit corporation, at its offices in Two Rivers, Wisconsin, or at such other place as the holder hereof may from time to time direct, the principal sum of the Ten Thousand (\$10,000) Dollars. No Interest shall accrue on this Note if the Note is not in default.

Provided there has not occurred an event of default, as defined below, ten percent (10%) of the principal balance of this Note shall be forgiven on each anniversary date of this Note.

This Note is secured by a Second Mortgage entered into this same date for \$10,000 and the maturity hereof may be accelerated in accordance with the provisions of that Mortgage, on real estate described on the attached Exhibit B.

In the event of the occurrence of any event of default, as defined below, the entire principal balance of this Note, shall, at the option of the holder of this Note and without notice, become immediately due and payable. For purposes of this Note, an event of default shall consist of any of the following:

(a) The Makers of this Note fail to timely make any payment due on a certain Note owing by Makers to Habitat of even date in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars.


(b) The Makers are in default in the performance of or compliance with any of the covenants and conditions of this Note or the Mortgage.

(c) The Makers sell or in any way transfer the real estate which is the subject of this Mortgage.


(d) The Makers cease to occupy the real estate which is subject to the mortgage for a period of more than three (3) months.

If, in the opinion of the holder of this Note, it becomes necessary to employ counsel to collect or enforce this Note or to protect the security for the same, the undersigned and each party liable for the payment hereof, as Maker, endorser, guarantor or otherwise, hereby agree to pay the holder hereof, in addition to the sums above stated, a reasonable sum as an attorney's fee for such collection and costs of collection, enforcement or protection of such security.

IN WITNESS WHEREOF, the undersigned have signed this Note
the 19 day of July, 1999.



Brian A. Peterman (SEAL)



Kelly A. Peterman (SEAL)

STATE OF WISCONSIN)
) SS
MANITOWOC COUNTY)

Personally came before me this 19 day of July, 1999, the above named Brian A. Peterman and Kelly A. Peterman, known to me to be the persons who executed the foregoing document and acknowledged the same.

Notary Public, Manitowoc County
My Commission is permanent

840700

STATE BAR OF WISCONSIN FORM 0-5 = 1982
MORTGAGE
 (To be used for: loans over \$25,000; loans \$25,000 or less and first lien; or other non-consumer act transactions)

THIS SPACE RESERVED FOR RECORDING DATA

VOL 1382 PAGE 214

STATE OF WISCONSIN - MANITOWOC COUNTY
 PRESTON JONES, REGISTER OF DEEDS
 RECEIVED FOR RECORD

22 JUL 1999 3:50:33 PM

Brian A. Peterman and Kelly A. Peterman

mortgages to Two Rivers-Manitowoc Habitat for Humanity, Inc.to secure payment of Ten Thousand and 00/100Dollars (\$ 10,000.00)evidenced by a note or notes bearing an even date executed by Brian A. Peterman and Kelly A. Peterman

to Mortgagee, and any extensions, renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures and other appurtenant

interests (all called "Property"), in Manitowoc
 County, State of Wisconsin:

Lot 3, Radandt's Subdivision #1 to the City of Manitowoc,
Wisconsin

This is homestead property. This is a purchase money mortgage. Tax Parcel No.: 565-000-030-9

Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except None

Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagee shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with Mortgagee. Mortgagee shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagee and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagee shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgagee contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under the last paragraph of this Mortgage) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

Mortgagor agrees to the provisions of Section 846.101 and 846.103(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

Unless a Mortgagor is obligated on the note or notes secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagee consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor. In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this Mortgage shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagee's control, following any default under this Mortgage or the note(s) secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

Dated this 19 day of July, 1999

Brian A. Peterman (SEAL)
 (Mortgagor)

* Brian A. Peterman

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Sec. 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Patrick A. Dewane, Jr.

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

Manitowoc County.)

Personally came before me this 17 day of July, 1999the above named Brian A. Peterman andKelly A. Peterman

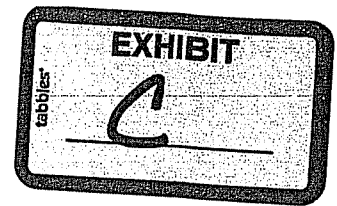
to me known to be the person who executed the
 foregoing instrument and acknowledge the same.

Patrick A. Dewane, Jr.
 Notary Public - Manitowoc
 My commission is permanent. (If
 date:)

*Names of persons signing in any capacity should be typed or printed below their signatures.

EXHIBIT

B



FIRST HABITAT MORTGAGE NOTE

For value received, Brian A. Peterman and Kelly A. Peterman, promise to pay to the order of Two Rivers-Manitowoc Habitat for Humanity, Inc., the sum of Forty One Thousand Four Hundred and 00/100 (\$41,400.00) Dollars with no interest thereon in monthly installments of \$150.00, beginning on August 1, 1999, and continuing on the first day of each month thereafter until the entire sum has been paid with a payment of \$150 to be paid on July 1, 2022.

All payments shall be made at the office of Two Rivers-Manitowoc Habitat for Humanity, Inc., 2500 Washington Street, Two Rivers, Wisconsin, until a different place of payment is designated by the holder in writing, and thereafter all payments shall be made at the place of payment so designated. In the event any installment is not paid until after the 10th day of any month, a late charge of 5% of the payment then due, but not less than \$5.00, will be made and shall be added to and collected with the amount of the payment in default.

This note is secured by a First Mortgage entered into this same date for \$41,400.00 and the maturity hereof may be accelerated in accordance with the provisions of that Mortgage, on real estate described on the attached Exhibit A.

The unpaid balance hereof shall become immediately due and payable at the option of the holder of this note if any installment of principal is not paid when due, or in the event of the maker's death, insolvency, assignment for the benefit of creditors, filing of a petition in bankruptcy or composition with creditors. In the event that the holder of this note shall exercise such option, then the entire unpaid balance of this note shall immediately become due without notice or demand, and the power of sale contained in the Mortgage securing this note shall become fully exercisable.

In the event that this note is collected by legal process all costs of collection, including reasonable attorney's fees allowed by law, shall be paid by the maker(s).

The maker(s) of this note hereby agree to continue and remain bound for the payment of this note, notwithstanding any extension of time granted with respect to the principal, and notwithstanding any failure or omission to protect nonpayment, or to give notice of nonpayment or dishonor or to make presentment or demand for payment, the maker hereby expressly waiving any protest and any and all notice of any extension of time for non-payment or dishonor or protest in any form, or presentment or demand for payment or any other notices whatsoever.

The maker(s) of this note hereby waive and renounce, each for himself and family, any and all homestead and exemption rights which he or his family may have under or by virtue of the

Given under the hand and seal of each maker hereof, this
14 day of July, 1999.

Kelly A. Peterman (SEAL)
Kelly A. Peterman

Personally came before me this 19 day of July, 1999, the above named Brian A. Peterman and Kelly A. Peterman, known to me to be the persons who executed the foregoing document and acknowledged the same.

Notary Public, Manitowoc County
My Commission is permanent

840699

MORTGAGE

(To be used for: loans over \$25,000; loans \$25,000 or less and first lien; or other non-consumer act transactions)

Brian A. Peterman and Kelly A. Peterman

("Mortgagor," whether one or more)

mortgages to Two Rivers-Manitowoc-Habitat for Humanity, Inc.

("Mortgagee," whether one or more)

to secure payment of Forty One Thousand Four Hundred and 00/100 Dollars (\$ 41,400.00)

evidenced by a note or notes bearing an even date executed by Brian A. Peterman and Kelly A. Peterman

to Mortgagee, and any extensions, renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures and other appurtenant

interests (all called "Property"), in Manitowoc

County, State of Wisconsin:

Lot 3, Radandt's Subdivision #1 to the City of Manitowoc, Wisconsin

This is homestead property. This is a purchase money mortgage. Tax Parcel No.: 565-000-030-9

Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except none

Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagee shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with Mortgagee. Mortgagee shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagee and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagee shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgage contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under the last paragraph of this Mortgage) Mortgagee shall mail notice to Mortgagee specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagee by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

Mortgagor agrees to the provisions of Section 846.101 and 846.10(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

Unless a Mortgagee is obligated on the note or notes secured by this Mortgage, the Mortgagee shall not be liable for any breach of covenants contained in this Mortgage.

Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagee consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagee.

In the event of any default by Mortgagee of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagee with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this Mortgage shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagee's control, following any default under this Mortgage or the note(s) secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

Dated this day of July 19, 1999

Brian A. Peterman (Mortgagor) (SEAL)

Kelly A. Peterman (Mortgagor) (SEAL)

* Brian A. Peterman

* Kelly A. Peterman

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

STATE OF WISCONSIN)

) ss

Manitowoc County.)

authenticated this day of 19

Personally came before me this 19 day of July, 1999

the above named Brian A. Peterman and Kelly A. Peterman

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Sec. 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Patrick A. Dewane, Jr.

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to me known to be the person(s) who executed the foregoing instrument, and acknowledge the same.

Notary Public Manitowoc
My commission is permanent. (If date:)

EXHIBIT

D

*Names of persons signing in any capacity should be typed or printed below their signatures.

MANITOWOC COUNTY HABITAT
FOR HUMANITY, INC.

f/m/a Two Rivers-Manitowoc Habitat for Humanity, Inc.
502 N. 8th Street
Manitowoc, WI 54221-0631

FILED

MAR 10 2014

Plaintiff,

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

vs.

Classification No. 30404

BRIAN A. PETERMAN
1815 Marshall Street
Manitowoc, WI 54220

Case No. 14cy 107

and

KELLY A. PETERMAN
2625 S. 21st Street
Manitowoc, WI 54220

and

MANITOWOC COUNTY
1010 S. 8th Street
Manitowoc, WI 54220

and

CITY OF MANITOWOC
900 Quay Street
Manitowoc, WI 54220

and

LAKESHORE CAP
702 State Street
Manitowoc, WI 54220

and

JOHN SCHMIDT
127 Turner Street
Two Rivers, WI 54241

and

FAMILY DENTAL CENTER
3712 Kadow Street
Manitowoc, WI 54220

and

FIRST NATIONAL BANK IN MANITOWOC
2915 Custer Street
Manitowoc, WI 54220

and

WISCONSIN PUBLIC SERVICE CORP.
P.O. Box 236
Two Rivers, WI 54241

and

HOLY FAMILY MEMORIAL, INC.
2100 Western Avenue
P.O. Box 2170
Manitowoc, WI 54221-2170

Defendants.

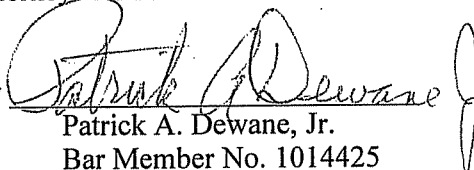
LIS PENDENS

NOTICE IS HEREBY GIVEN, that an action has been commenced, and is now pending in said Court, upon a Complaint of the above named Plaintiff against the above named Defendants, for the foreclosure of a Mortgage dated July 19, 1999, between Brian A. Peterman and Kelly A. Peterman and Two Rivers-Manitowoc Habitat for Humanity, Inc., n/k/a Manitowoc County Habitat for Humanity, Inc., and recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, on July 22, 1999, at 3:50 P.M., in Volume 1382 of Records, on Page 213, as Document No. 840699; and that the premises affected by the said foreclosure are described in the Mortgage as follows, to-wit:

Lot 23 of Radandt's Subdivision No. 1 to the City of Manitowoc, Wisconsin.

Dated this 10 day of March, 2014.

DEWANE LAW OFFICES, LLP
Attorneys for Plaintiff

By 
Patrick A. Dewane, Jr.
Bar Member No. 1014425

940 S. 8th Street
P.O. Box 1507
Manitowoc, WI 54221-1507
920-682-7732

DEWANE LAW OFFICES, LLP

ATTORNEYS AT LAW

SECOND FLOOR

940 SOUTH EIGHTH STREET, P.O. BOX 1507
MANITOWOC, WISCONSIN 54221-1507

TELEPHONE: (920) 682-7732

FAX: (920) 682-3384

E-MAIL: info@dewanelaw.com

FOUNDED 1900

WALTER M. JOYCE (1900-1932)

JOHN J. HEALY (1900-1962)

PATRICK A. DEWANE (1933-1973)

JOHN P. DEWANE (1964-1999)

PATRICK A. DEWANE, JR.

CHRISTINE M. DEWANE

DEBRA LUCKOW SCHUH, Paralegal

March 11, 2014

City of Manitowoc Clerk
900 Quay Street
Manitowoc, WI 54220

Dear Clerk:

Re: Habitat for Humanity
Vs: Peterman, et al
Case No. 14 CV 107

Enclosed please find the Summons and Complaint for foreclosure of the Manitowoc County Habitat for Humanity, Inc. Mortgages. Also enclosed is the Lis Pendens which has been recorded with the Register of Deeds for Manitowoc County.

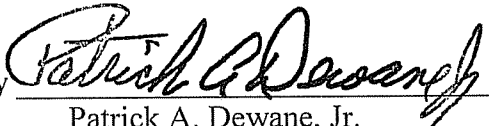
Finally, enclosed is an Admission of Service which states that you received these documents. Please sign the Admission of Service and return it to our offices in the enclosed envelope.

If you have any questions, please feel free to contact our offices.

Thank you for your time and attention.

Very truly yours,

DEWANE LAW OFFICES, LLP

By 
Patrick A. Dewane, Jr.

PADjr./del
Enclosures

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

MANITOWOC COUNTY HABITAT
FOR HUMANITY, INC.

Plaintiff,

vs.

Case No. 14 CV 107

BRIAN A. PETERMAN,
KELLY A. PETERMAN,
MANITOWOC COUNTY,
CITY OF MANITOWOC,
LAKESHORE CAP,
JOHN SCHMIDT,
FAMILY DENTAL CENTER,
FIRST NATIONAL BANK IN MANITOWOC,
WISCONSIN PUBLIC SERVICE CORP.,
HOLY FAMILY MEMORIAL, INC.

Defendants.

ADMISSION OF SERVICE

Due and proper service of an authenticated Summons and Complaint and Lis Pendens is hereby admitted this 13 day of March, 2014.

CITY OF MANITOWOC

By Jennifer Hudson