

# MALLERY & ZIMMERMAN, S.C.

A LIMITED LIABILITY SERVICE CORPORATION

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WAUSAU, WISCONSIN 54402-0479  
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Transmitted:

SEP 23 2013

via regular mail and e-mail to: abtrap@co.vilas.wi.us

Vilas County Sheriff's Department  
Attn: Sheriff Sales  
330 Court Street  
Eagle River, WI 54521

RE: Associated Bank, N.A. vs. Clay A. Johnson, et al.  
Vilas County Case No. 13-CV-88

Dear Sir/Madam:

Enclosed please find the original and three (3) copies of the Notice of Foreclosure Sale in the above-captioned matter. Please have the Sheriff sign the original and return the same to this office. Copies of the Notice should be posted in accordance with Wisconsin law and the remaining copy is for your file. Also enclosed you will find a check in the amount of \$150.00 for your fee.

Sincerely,

MALLERY & ZIMMERMAN, S.C.

dez

Enclosures

**Should you have any questions regarding this matter,  
please contact Kendra Combs.**

ASSOCIATED BANK, N.A.  
Plaintiff,

vs.

CLAY A. JOHNSON  
Defendants.

Case No. 13-CV-88  
Hon. Neal A. Nielsen  
Br. 1

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NOTICE OF FORECLOSURE SALE

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PLEASE TAKE NOTICE, that by virtue of a Judgment of Foreclosure entered in the above-captioned action on August 8, 2013, in the amount of \$100,965.19, the Sheriff or his Designee will sell the described premises at public auction as follows:

**TIME:** November 14, 2013 at 2:00 p.m.

**PLACE:** in the main lobby of the Vilas County Courthouse, 330 Court Street, Eagle River, WI 54521

**DESCRIPTION:** A parcel of land being a part of the Northwest ¼ the Southwest ¼, Section 26, Township 42 North, Range 9 East of the Fourth Principal Meridian, Township of Conover, Vilas County, Wisconsin, and being more particularly described as follows:

Commencing at the meander corner on the West line of said Section 26 being marked by a Vilas County monument on the Southeasterly shore of Marshall Lake, thence South 0 degrees 04 minutes 55 seconds East 897.01 feet along the West line of said Section 26 to an iron pipe marking the Southwest corner of said Northwest ¼ Southwest ¼, thence North 89 degrees 40 minutes 12 seconds East 153.07 feet along the South line of said Northwest ¼ Southwest ¼ to an iron pipe on the Easterly right-of-way line of the Town Road, thence along said Easterly right-of-way line North 9 degrees 31 minutes 50 seconds East 139.62 feet and North 24 degrees 16 minutes 09 seconds East 65.99 feet to an iron pipe and the place of beginning, thence continuing along said Easterly right-of-way line North 36 degrees 55 minutes 48 seconds East 83.50 feet and North 61 degrees 39 minutes 22 seconds East 227.24 feet to an iron pipe, thence leaving said right of way line South 85 degrees 10 minutes 34 seconds East 238.91 feet to an iron pipe on the shore of the Tamarack Flowage, thence along said shore South 9 degrees 05 minutes 51 seconds East 145.76 feet and South 57 degrees 56 minutes 37 seconds West 89.26 feet to an iron pipe, thence leaving said shore North 85 degrees 10 minutes 34 seconds West 437.17 feet back to the place of beginning. Including all lands lying between the meander line and the lateral lot lines extended to the water's edge.

Tax Key: 08-1867-01

**PROPERTY ADDRESS:**

Lot 2 North Flowage Road, Conover, WI 54519

**TERMS:**

Cash; down payment required **at the time of Sheriff's Sale** in the amount of 10% by cash, money order, cashier's check or certified check made payable to the Vilas County Clerk of Courts; balance of sale price due upon confirmation of sale by Court. Property to be sold as a whole 'as is' and subject to all real estate taxes, accrued and accruing, special assessments, if any, penalties and interest. Purchaser to pay the cost of title evidence.

Plaintiff's Attorney:  
Mallery & Zimmerman, S.C.  
500 Third Street, Suite 800  
P.O. Box 479  
Wausau, WI 54402-0479  
(715) 845-8234

\_\_\_\_\_  
Sheriff Designee  
(please print or type name)  
Vilas County, Wisconsin

ASSOCIATED BANK, N.A.

Plaintiff,

vs.

Case No. 13-CV-88  
Hon. Neal A. Nielsen  
Br. 1

CLAY A. JOHNSON

Defendants.

**COPY**

FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND JUDGMENT OF FORECLOSURE

For informational purposes:

Occupancy:	non-owner occupied
Statute:	846.103(2)
<b>Redemption:</b>	<b>three (3) months</b>
Deficiency:	No
Receiver:	No



HEARING

Plaintiff's Motion for Judgment, having been considered by the Honorable Neal A. Nielsen, Circuit Court Judge, Vilas County, and it appearing from the pleadings that the Defendants were properly served as shown by the service of process in the file; that notice of hearing was served on the Defendants; and the amounts due the Plaintiff having been established by Evidentiary Affidavit;

And said matter and proof having been submitted to the Court on the records, files, pleadings and proceedings herein, and the Court being now sufficiently advised, I hereby make and file the following Findings of Fact:

FINDINGS OF FACT

1. That all of the material allegations of the Plaintiff's Complaint are true and correct.
2. That notice of pendency of this action was duly filed, in the Office of the Register of Deeds for Vilas County, Wisconsin on May 22, 2013.

3. That, as alleged in the Complaint on file herein, Clay A. Johnson did execute and deliver to Plaintiff a Variable/Simple Interest Note, Disclosure and Security Agreement dated December 7, 2006, secured by a Wisconsin Mortgage on the real estate described below. The current interest rate is 6.5000% per annum. There is now unpaid and due on said Note as of July 17, 2013 the total sum of \$98,780.29. Said Mortgage is a first and paramount lien on the subject premises.

4. That the premises described in the subject Mortgage are more particularly described as:

A parcel of land being a part of the Northwest  $\frac{1}{4}$  the Southwest  $\frac{1}{4}$ , Section 26, Township 42 North, Range 9 East of the Fourth Principal Meridian, Township of Conover, Vilas County, Wisconsin, and being more particularly described as follows:

Commencing at the meander corner on the West line of said Section 26 being marked by a Vilas County monument on the Southeasterly shore of Marshall Lake, thence South 0 degrees 04 minutes 55 seconds East 897.01 feet along the West line of said Section 26 to an iron pipe marking the Southwest corner of said Northwest  $\frac{1}{4}$  Southwest  $\frac{1}{4}$ , thence North 89 degrees 40 minutes 12 seconds East 153.07 feet along the South line of said Northwest  $\frac{1}{4}$  Southwest  $\frac{1}{4}$  to an iron pipe on the Easterly right-of-way line of the Town Road, thence along said Easterly right-of-way line North 9 degrees 31 minutes 50 seconds East 139.62 feet and North 24 degrees 16 minutes 09 seconds East 65.99 feet to an iron pipe and the place of beginning, thence continuing along said Easterly right-of-way line North 36 degrees 55 minutes 48 seconds East 83.50 feet and North 61 degrees 39 minutes 22 seconds East 227.24 feet to an iron pipe, thence leaving said right of way line South 85 degrees 10 minutes 34 seconds East 238.91 feet to an iron pipe on the shore of the Tamarack Flowage, thence along said shore South 9 degrees 05 minutes 51 seconds East 145.76 feet and South 57 degrees 56 minutes 37 seconds West 89.26 feet to an iron pipe, thence leaving said shore North 85 degrees 10 minutes 34 seconds West 437.17 feet back to the place of beginning. Including all lands lying between the meander line and the lateral lot lines extended to the water's edge.

5. That said Mortgage was recorded in the office of the Register of Deeds for Vilas County, Wisconsin, on December 13, 2006, in Volume 1464 of Records, page 204, as Document No. 450908.

6. That the Plaintiff is the mortgagee of record and the holder or bearer of the Note.

7. That no proceedings have been had at law or otherwise for the recovery of the sums secured by said Note and Mortgage, except the present action, and that no part thereof has been paid or collected except as set forth herein.

8. That title to the premises vests in Clay A. Johnson and that the subject premises are non-owner occupied.

9. That the premises are situated so that the same cannot be sold in parcels without material injury to the rights of the parties hereto.

10. That the Plaintiff has elected to waive judgment for a deficiency which may remain due to Plaintiff after sale of the mortgaged premises.

CONCLUSIONS OF LAW AND JUDGMENT OF FORECLOSURE

Based upon the foregoing and upon the proof submitted by the Plaintiff;

NOW, THEREFORE, on Motion of Mallery & Zimmerman, S.C., attorneys for the Plaintiff:

IT IS ORDERED, ADJUDGED AND DECREED:

1. That all of the material allegations of the Plaintiff's Complaint are true and correct.
2. **AMOUNT DUE:** that the Plaintiff, Associated Bank, N.A., of 1305 Main Street, Stevens Point, WI 54481 is entitled to judgment of foreclosure and sale in the usual form as prayed for in Plaintiff's Complaint and in accordance with the Findings of Fact; that there is due the Plaintiff from Clay A. Johnson, of 3273 Fieldcrest Drive, Kaukauna, WI 54130, as of July 17, 2013, upon the Note and Mortgage described in the Complaint the following amounts:

Principal	\$	94,338.69
Interest to July 17, 2013	\$	4,097.05
Late Charge	\$	129.55
Broker's Price Opinion	\$	215.00
Attorney Fees	\$	1,500.00
Disbursements	\$	684.90
Total	\$	100,965.19

3. That the mortgaged premises cannot be sold in parcels.
4. **THREE (3) MONTHS REDEMPTION:** that unless redemption be made within **three (3) months**, the whole of said mortgaged premises may be sold under the direction of the Sheriff of Vilas County at the time and in the manner provided by law; that said property is to be sold at fair and adequate price; that the Sheriff, after said sale, shall deposit with the Clerk of this Court the proceeds of said sale; that the Sheriff may accept from the purchaser at the sale as a deposit or down payment the sum of 10% of the purchase price in which case such amount shall be deposited with the Clerk of Court as provided, and the balance of the purchase price shall be paid to said Clerk by the purchaser upon confirmation of sale, except that if the Plaintiff shall be the successful bidder at such sale, said Sheriff may take the receipt of the Plaintiff in lieu of said cash payment; and the said Clerk upon confirmation of said sale shall pay out of said proceeds to the Plaintiff, Associated Bank, N.A., the amount so adjudged due it, including attorneys' fees and costs and disbursements, with interest thereon from the date of judgment to the date of payment at the current Note rate of 6.5000% per annum, together with disbursements incurred for Sheriff's fees and expenses of sale and confirmation, or so much thereof as the proceeds of said sale will pay the same; that the Clerk shall hold the surplus money, if any, subject to the further order of this Court, and that the Sheriff make a report of such sale and file it with the Clerk of this Court as required by law.
5. **SHERIFF'S DEED:** That if the Plaintiff is the successful purchaser at sheriff's sale, the Sheriff of this County shall convey the subject property to the principal and owner of the mortgage, or its assignee, without further order or amendment of the pleadings in this action.

6. That after the confirmation of the sale of said mortgaged premises as aforesaid, the purchaser or purchasers at such sale, his or their heirs and assigns, be let into possession of the premises so sold, on production of the Sheriff's deed, or a duly authenticated copy thereof and that each and every party to this action who may be in possession of the premises described in such deed, and every other person who, since the filing of such notice of the pendency of this action, has come into possession of the same or any part thereof, under them or either or any of them, shall deliver to such grantee or grantees named in such deed, his or their heirs or assigns, possession of such portion of said mortgaged premises as shall be described in such deed or an authenticated copy or copies thereof, and that a Writ of Assistance shall be issued, if necessary, to secure such possession.

7. That said Defendant(s), their heirs, executors, administrators and assigns respectively, and each of them, and all persons claiming under them or any of them, after the filing of the notice of the pendency of this action, be forever barred and foreclosed of all right, title, interest, lien or equity of redemption in and to said mortgaged premises hereinafter described, except the right of redemption before sale, as provided by statute. If the United States of America is a Defendant in this action, the United States of America has a right to redeem after sale within the period provided by 28 U.S.C. Section 2410.

8. That the Plaintiff may pay any taxes on said mortgaged premises, or insurance premiums accruing against same, now due or which shall hereafter become due before the sale and confirmation thereof and all necessary repairs and have a lien on said premises for the amount so paid with interest thereon from the date of payment at the current Note rate of 6.5000% per annum. In the event such payments are made, the amounts so paid, with interest, are likewise to be paid to Plaintiff from the proceeds of the sale or redemption of said mortgaged premises.

9. LEGAL DESCRIPTION: That the following is a description of the mortgaged premises hereinbefore mentioned and affected by this judgment:

A parcel of land being a part of the Northwest  $\frac{1}{4}$  the Southwest  $\frac{1}{4}$ , Section 26, Township 42 North, Range 9 East of the Fourth Principal Meridian, Township of Conover, Vilas County, Wisconsin, and being more particularly described as follows:

Commencing at the meander corner on the West line of said Section 26 being marked by a Vilas County monument on the Southeasterly shore of Marshall Lake, thence South 0 degrees 04 minutes 55 seconds East 897.01 feet along the West line of said Section 26 to an iron pipe marking the Southwest corner of said Northwest  $\frac{1}{4}$  Southwest  $\frac{1}{4}$ , thence North 89 degrees 40 minutes 12 seconds East 153.07 feet along the South line of said Northwest  $\frac{1}{4}$  Southwest  $\frac{1}{4}$  to an iron pipe on the Easterly right-of-way line of the Town Road, thence along said Easterly right-of-way line North 9 degrees 31 minutes 50 seconds East 139.62 feet and North 24 degrees 16 minutes 09 seconds East 65.99 feet to an iron pipe and the place of beginning, thence continuing along said Easterly right-of-way line North 36 degrees 55 minutes 48 seconds East 83.50 feet and North 61 degrees 39 minutes 22 seconds East 227.24 feet to an iron pipe, thence leaving said right of way line South 85 degrees 10 minutes 34 seconds East 238.91 feet to an iron pipe on the shore of the Tamarack Flowage, thence along said shore South 9 degrees 05 minutes 51 seconds East 145.76 feet and South 57 degrees 56 minutes 37 seconds West 89.26 feet to an iron pipe, thence leaving said shore North 85 degrees 10 minutes 34 seconds West 437.17 feet back to the

place of beginning. Including all lands lying between the meander line and the lateral lot lines extended to the water's edge.

10. That the Defendant and all persons claiming under them or any or either of them be, and they are hereby enjoined from committing waste upon said mortgaged premises, and from doing any other act that may impair the value of the mortgaged premises at any time between the date of this judgment and the date of such sale and confirmation thereof, unless meanwhile said premises shall have been duly redeemed as provided by law.

11. That Plaintiff shall be entitled to inspect the mortgaged premises during the period of redemption providing reasonable advance notice is given to the occupants of the mortgaged premises and, in the event the mortgaged premises are abandoned, the Plaintiff shall be entitled to pay the cost of securing the premises. In the event such payments are made, the amounts so paid, with interest, are likewise to be paid to Plaintiff from the proceeds of the sale or redemption of said mortgaged premises.

12. That the Plaintiff may receive interest on its outstanding indebtedness and the costs and disbursements of selling said real estate to the date of confirmation of sale. The Plaintiff may also receive additional attorneys' fees in the event issues prior to confirmation of sale are contested or in the event of an appeal.

13. That the Defendant remove their personal property located on the premises prior to the confirmation of sale. That after the confirmation of the sale of said mortgaged premises, any personal property remaining on the premises shall be deemed abandoned and Plaintiff shall be entitled to dispose of the personal property and retain the proceeds thereof.

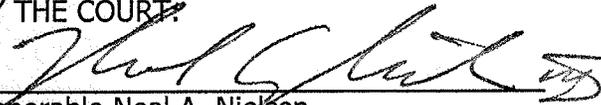
14. That the interest or lien, if any, that the Defendant(s) other than mortgagors, may claim in and to said real estate is subsequent, subordinate and junior to the lien of Plaintiff's mortgage.

The Clerk of this Court will enter this Judgment.

**THIS IS A FINAL JUDGMENT FOR PURPOSES OF APPEAL UNDER WIS. STAT. §808.03(1).**

Dated 8/6/2013

BY THE COURT:

  
Honorable Neal A. Njelsen  
Circuit Court Judge, Br. 1  
Vilas County, Wisconsin

STATEMENT

Principal	\$	94,338.69
Interest to July 17, 2013	\$	4,097.05
Late Charge	\$	129.55
Broker's Price Opinion	\$	215.00
Attorney Fees	\$	1,500.00
Disbursements	\$	684.90
Total	\$	100,965.19

DISBURSEMENTS

Filing Fee	\$	265.50
Recording Fees	\$	33.00
Postage	\$	15.25
Telephone Charges	\$	2.40
Photocopies	\$	18.75
Title	\$	350.00
Total	\$	684.90

JUDGMENT ENTERED THIS 8 day of Aug, 2013.

151 Jan Monica  
Clerk of Courts

\_\_\_\_\_  
Deputy Clerk