MALLERY & ZIMMERMAN, S.C.
A LIMITED LIABILITY SERVICE CORPORATION

500 THIRD STREET, SUITE 800 • PO BOX 479
WAUSAU, WISCONSIN 54402-0479
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Transmitted:

JAN 1 5 2015

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: Peoples State Bank vs. Jonathon M. Koput, et al.
Vilas County Case No. 14-CV-106

Dear Sir/Madam:

Enclosed please find the original and four (4) 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. I am also enclosing a copy of the Judgment for your records. Also enclosed you will find a check in the amount of $150.00 for your fee.

Sincerely,

MALLERY & ZIMMERMAN, S.C.

mes

Enclosures

Should you have any questions regarding this matter, please contact Cheri Meyers.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collector.

STATE OF WISCONSIN | CIRCUIT COURT | VILAS COUNTY

PEOPLES STATE BANK
Plaintiff,

vs.

JONATHON M. KOPUT
ANDREA KOPUT
(a known Spouse of Jonathon M. Koput)
BMO HARRIS BANK, N.A., SUCCESSOR TO M&I MARSHALL & ILSLEY BANK
Defendants.

Case No. 14-CV-106
Hon. Neal A. Nielsen, III
Br. 1

NOTICE OF FORECLOSURE SALE

PLEASE TAKE NOTICE, that by virtue of a Judgment of Foreclosure entered in the above-captioned action on September 3, 2014, in the amount of $200,650.92, the Sheriff or his Designee will sell the described premises at public auction as follows:

TIME: **March 5, 2015 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 in the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-five (35), Township Forty (40) North, Range Six (6) East of the Fourth Principal Meridian, Arbor Vitae Township, Vilas County, Wisconsin, described as follows:

Commencing at the North one-quarter corner of Section 35, marked by an axel shaft, witnessed by a 23" Norway Pine bearing N 3° E, 13.1 feet and a 10" Oak bearing N 31° W, 25.1 feet; thence N 86° 45' E, 574.6 feet along the North line of the NW ¼ of the NE ¼ to the PLACE OF BEGINNING, marked by an iron pipe; thence N 86° 45' E, 350.0 feet to the Meander corner where the North line of Section 35 intersects the West shore of Little Bass Lake, marked by an iron pipe, witnessed by an 8" Tamarack bearing S 35° W, 21.6 feet and a 14" Oak bearing S 82° W, 52.5 feet; thence S 4° 40 ' W, 100.0 feet; along the lake to an iron pipe; thence again S 22° 10' W, a distance of 100 feet along the lake to an pipe; thence S 84° 40' W, 292.3 feet to an iron pipe; thence N 3° 36' W, 200 feet to the Place of Beginning. Including the land lying between the meander line and the ordinary highwater mark.

Subject to an easement 50 feet in width for the existing road.

Together with the right of ingress an egrees to the Town Road.
Tax Key: 2-01701

PROPERTY ADDRESS: 11219 Scott Road, Arbor Vitae, WI 54568

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 Joseph Fath
or Designee _____
(please print or type name)
Vilas County, Wisconsin

STATE OF WISCONSIN CIRCUIT COURT VILAS COUNTY

PEOPLES STATE BANK

Plaintiff,

vs.

Case No. 14-CV-106
Hon. Neal A. Nielsen III
Br.

JONATHON M. KOPUT
JOHN/JANE DOE KOPUT
(an Unknown Spouse of Jonathon M. Koput)
BMO HARRIS BANK, N.A., SUCCESSOR TO
M&I MARSHALL & ILSLEY BANK

Defendants.

COPY

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND JUDGMENT OF FORECLOSURE

For informational purposes:

Occupancy:	owner occupied
Statute:	846.101
Redemption:	**six (6) month**
Deficiency:	No
Receiver:	No

FILED
BY CLERK OF COURT
SEP -3 2014
VILAS COUNTY

HEARING

Plaintiff's Motion for Judgment, having been considered by the Honorable Neal A. Nielsen III, 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; an Affidavit of Service on file herein indicates that the Defendant is married and the spouse is more correctly known as Andrea Koput; 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 June 11, 2014.

3. That, as alleged in the Complaint on file herein, Jonathon M. Koput did execute and deliver to Plaintiff a Note dated March 12, 2010, secured by a Mortgage on the real estate described below. The current interest rate is 4.875000% per annum. There is now unpaid and due on said Note as of July 10, 2014 the total sum of $200,650.92. 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 in the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-five (35), Township Forty (40) North, Range Six (6) East of the Fourth Principal Meridian, Arbor Vitae Township, Vilas County, Wisconsin, described as follows:
>
> Commencing at the North one-quarter corner of Section 35, marked by an axel shaft, witnessed by a 23" Norway Pine bearing N 3° E, 13.1 feet and a 10" Oak bearing N 31° W, 25.1 feet; thence N 86° 45' E, 574.6 feet along the North line of the NW ¼ of the NE ¼ to the PLACE OF BEGINNING, marked by an iron pipe; thence N 86° 45' E, 350.0 feet to the Meander corner where the North line of Section 35 intersects the West shore of Little Bass Lake, marked by an iron pipe, witnessed by an 8" Tamarack bearing S 35° W, 21.6 feet and a 14" Oak bearing S 82° W, 52.5 feet; thence S 4° 40 ' W, 100.0 feet; along the lake to an iron pipe; thence again S 22° 10' W, a distance of 100 feet along the lake to an pipe; thence S 84° 40' W, 292.3 feet to an iron pipe; thence N 3° 36' W, 200 feet to the Place of Beginning. Including the land lying between the meander line and the ordinary highwater mark.
>
> Subject to an easement 50 feet in width for the existing road.
>
> Together with the right of ingress an egrees to the Town Road.

5. That said Mortgage was recorded in the office of the Register of Deeds for Vilas County, Wisconsin, on March 23, 2010 in Volume 1680, Page 515, as Document No. 484087.

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 Jonathon M. Koput and that the subject premises are 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.

11. That John/Jane Doe Koput, spouse of the Defendant, Jonathon M. Koput, is more correctly known as Andrea Koput.

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, Peoples State Bank, of 1905 W. Stewart Avenue, P.O. Box 1686, Wausau, WI 54402-1686 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 Jonathon M. Koput, of 11219 Scott Road, Arbor Vitae, WI 54568, as of July 10, 2014, upon the Note and Mortgage described in the Complaint the following amounts:

Principal	$	189,053.07
Interest to July 10, 2014	$	7,907.55
Late Charge	$	476.28
Credit Escrow Balance	$	-0.48
Attorney Fees	$	2,250.00
Disbursements	$	964.50
Total	$	200,650.92

3. That the mortgaged premises cannot be sold in parcels.

4. **SIX (6) MONTH REDEMPTION:** that unless redemption be made within **six (6) month**, 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, Peoples State Bank, 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 4.875000% 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 4.875000% 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 in the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-five (35), Township Forty (40) North, Range Six (6) East of

the Fourth Principal Meridian, Arbor Vitae Township, Vilas County, Wisconsin, described as follows:

Commencing at the North one-quarter corner of Section 35, marked by an axel shaft, witnessed by a 23" Norway Pine bearing N 3° E, 13.1 feet and a 10" Oak bearing N 31° W, 25.1 feet; thence N 86° 45' E, 574.6 feet along the North line of the NW ¼ of the NE ¼ to the PLACE OF BEGINNING, marked by an iron pipe; thence N 86° 45' E, 350.0 feet to the Meander corner where the North line of Section 35 intersects the West shore of Little Bass Lake, marked by an iron pipe, witnessed by an 8" Tamarack bearing S 35° W, 21.6 feet and a 14" Oak bearing S 82° W, 52.5 feet; thence S 4° 40 ' W, 100.0 feet; along the lake to an iron pipe; thence again S 22° 10' W, a distance of 100 feet along the lake to an pipe; thence S 84° 40' W, 292.3 feet to an iron pipe; thence N 3° 36' W, 200 feet to the Place of Beginning. Including the land lying between the meander line and the ordinary highwater mark.

Subject to an easement 50 feet in width for the existing road.

Together with the right of ingress an egrees to the Town Road.

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.

15. That the caption of the case be amended and that John/Jane Doe Koput, the unknown spouse of Jonathon M. Koput, be more correctly named as Andrea Koput, who resides at 11219 Scott Road, Arbor Vitae, WI 54568.

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 9/2/14.

BY THE COURT:

Honorable Neal A. Nielsen III
Circuit Court Judge, Br.
Vilas County, Wisconsin

STATEMENT

Principal	$	189,053.07
Interest to July 10, 2014	$	7,907.55
Late Charge	$	476.28
Credit Escrow Balance	$	-0.48
Attorney Fees	$	2,250.00
Disbursements	$	964.50
Total	$	200,650.92

DISBURSEMENTS

Filing Fee	$	265.50
Recording Fees	$	33.00
Service Fees	$	215.00
Title	$	275.00
Bankruptcy Costs	$	176.00
Total	$	964.50

JUDGMENT ENTERED THIS 3 day of Sept. 2014.

/s/ [illegible]
Clerk of Courts

Deputy Clerk