

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
GREEN BAY DIVISION

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UNITED STATES OF AMERICA,

Plaintiff,

Case No. 18-cv-0405

v.

DENNIS J. MCMAHON et al.,

Defendants.

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**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

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The Motion for Default Judgment having been filed by the Plaintiff on the 21<sup>st</sup> day of June, 2018 and the Court having considered the pleadings, affidavits and other documents now on file, the Court hereby makes the following findings of fact and conclusions of law:

**FINDINGS OF FACT**

1. The defendants are wholly in default.
2. That the allegations set forth in plaintiff's complaint are proven true.
3. That the mortgaged premises are described as follows:

Lot 1, Volume 29 Certified Survey Maps page 72, Map No. 4026, Document No. 590686, located on part of the SW ¼ of the SE ¼ of Section 13, Township 29 North, Range 18 East, situate in the Town of Maple Valley, Oconto County, Wisconsin. SUBJECT to and EXCEPTING any parts thereof that are presently conveyed, used, laid out, or dedicated, for roadway purposes.

Property Address:  
8538 County Road G, Oconto Wisconsin

4. That the remaining chattel secured by the promissory notes and security agreements is described in the security agreement attached hereto as Exhibit A.

5. That notice of the pendency of this action was duly given on March 26, 2018 by filing a lis pendens in the office of the Register of Deeds for Oconto County, Wisconsin. This was done in the manner and form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

6. That no Answer was filed by any defendant that raises any substantive issues of fact.

7. There are now due to the United States the following sums:

a) Unpaid Principal and Interest:

Principal Balance	\$165,199.90
Accrued Interest through June 25, 2018	\$ 6,894.81

Interest continues to accrue on the note at a rate of \$9.4153 per day. The total amount of interest due to the United States will be calculated as of the date Judgment is ordered.

b) Fees and Costs Already Incurred:

Lis Pendens fees	\$ 30.00
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c) Taxes, Special Assessments, Insurance, and Necessary Repairs: Under the terms of the mortgages, plaintiff may pay any taxes, special assessments, or insurance premiums accruing against the mortgaged premises that are now due or that shall become hereafter due before a sale of the mortgaged premises; and to protect and preserve the mortgaged premises, plaintiff may make payments for such repairs to the premises as may reasonably be deemed necessary for the proper preservation thereof. Under the terms of the mortgages, all sums advanced by plaintiff for taxes, special assessments, insurance, or necessary repairs become additional indebtedness secured by the mortgages.

d) Costs of Foreclosure: Under the terms of the mortgages, plaintiff is entitled to collect expenses that it may incur in pursuing the remedy of foreclosure. Such expenses

include but are not limited to title evidence and title insurance as well as fees, charges, and expenses owed to the U.S. Marshal for a judicial sale of the premises.

8. That the defendants shall not be granted a period of redemption.

9. That no other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, security agreements, continuation statements, and mortgages.

### **CONCLUSIONS OF LAW**

1. Plaintiff is entitled to judgment of foreclosure of any interest that defendants Dennis J. McMahon, Bank of America, N.A. and Midland Funding LLC have in the secured chattel and premises in the usual form as prayed for in plaintiff's complaint in accordance with the above findings of fact.

2. That the plaintiff is entitled to immediate possession of the items of security remaining in possession of the defendants, on which the Farm Service Agency has a secured interest, set out in Exhibit A and in the complaint on file herein.

3. That the items of security may be sold individually or as a whole at a public or private sale, and the sale shall be conducted by or under the direction of the United States Marshal for the Eastern District of Wisconsin or the Farm Service Agency.

4. That if necessary to secure possession of said chattel and premises, the Clerk of Court, upon application by plaintiff, shall issue a writ of assistance.

5. That all sums advanced by plaintiff for taxes, special assessments, insurance, or necessary repairs shall become additional indebtedness secured by the mortgages, with interest thereon from the date of payment at the legal post-judgment rate, and may be added to the judgment by order at any time after the entry thereof.

6. That the Plaintiff is entitled to a lien on the premises for the amount of any payments made for reasonable expenses incurred in pursuing the remedy of foreclosure and may obtain an order directing that the amounts so paid, with interest thereon from the date of payment at the legal post-judgment rate, be paid out of the proceeds of a foreclosure sale.

7. That the defendants and all persons claiming under them subsequent to the filing of the notice of the pendency of this action hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in and to the lands and premises or any part, parcel, or portion thereof.

8. That if necessary to secure possession of said premises, the Clerk of Court, upon application by plaintiff, shall issue a writ of assistance.

9. That the defendants shall not be granted a period of redemption. *See United States v. Einum*, 992 F.2d 761 (7th Cir. 1993).

10. That the subject premises shall be sold at public sale and the sale shall be conducted by or under the direction of the United States Marshal for the Eastern District of Wisconsin.

**IT IS THEREFORE ORDERED** that foreclosure of said mortgages in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated at Green Bay, Wisconsin, this 25<sup>th</sup> day of June, 2018.

s/ William C. Griesbach  
HONORABLE WILLIAM C. GRIESBACH  
Chief United States District Judge