

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 12-cv-604-bbc

v.

JORDAN R. ELLISON, J.K. DAIRY
EQUIPMENT SALES, LLC, BARRON
SUPPLY CO., POSKIN FEED STORE,
INC., ANDERSON DAIRY SYSTEMS,
INC., BARRON FARMERS UNION CO-
OP SERVICES, BARRON VETERINARY
CLINIC, LTD., LAKEVIEW DENTAL,
LTD., STEARNS BANK N.A., and
ASHLEY M. SCHULLO,

Defendants.

JUDGMENT OF FORECLOSURE AND SALE

A hearing having been held in the above-entitled action before the Honorable Barbara B. Crabb, United States District Court Judge for the Western District of Wisconsin, upon motion of Plaintiff and review of all of the records and papers on file in the above-entitled action, and the Court having entered Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED that there is now due and owing to Plaintiff as of and including the 27th day of February 2013, the following sum: *see* Findings of Fact and Conclusions of Law, Exhibit A.

IT IS FURTHER ORDERED that the mortgaged premises, located in the County of Barron, State of Wisconsin, and described in Findings of Fact and Conclusions of Law Exhibit B, shall be sold as a whole at public auction in the County of Barron, State of

Wisconsin, by or under the direction of the United States Marshal for the Western District of Wisconsin.

IT IS FURTHER ORDERED that in case of sale pursuant hereto, the United States Marshal shall give public notice of the time and place of the sale as required by law, and that notice of the sale be published in the Barron News-Shield, a newspaper published in the City of Barron, County of Barron, State of Wisconsin; that the Marshal shall allow any of the parties to this action to purchase at the sale the above-described premises; that the Marshal shall file with the Clerk of this Court his report of the sale, and shall also immediately after the sale deposit the proceeds thereof, after deducting the costs and expenses of the sale unless otherwise ordered by the Court; that the United States Marshal may accept from the purchaser at such sale, as a deposit or down payment upon the same, not less than ten percent (10%) of the purchase price, in which case such amount shall be deposited as above provided, and the balance of the sale price shall be paid to the United States Marshals' Service by the purchaser at the sale, upon confirmation thereof, except that if Plaintiff is the successful bidder at the sale, the United States Marshal may take the receipt of Plaintiff in lieu of cash payment; that the Marshal, upon compliance on the part of the purchaser with the terms of the sale as required by law, shall make and execute to the purchaser a deed to the premises so sold, as above described, stating the price paid therefor; that the United States Marshal shall deliver the deed to the purchaser, upon compliance by the purchaser with the terms of the sale, and the payment by him of any balance of the sale price to be paid; that the United States Marshal shall thereupon pay from the proceeds of the sale all

claims superior to Plaintiff as determined by the Court and to Plaintiff the following sum: *see* Findings of Fact and Conclusions of Law Exhibit A, the amount of said judgment, together with interest on all of said sums at the rate of zero and seventeen one-hundredths percent (0.17%) per annum from the date hereof, or so much thereof as the monies derived from the sale of the premises will pay the same, and take receipts therefor; and that the surplus money, if any, shall be subject to the further order of the Court.

IT IS FURTHER ORDERED that if the proceeds of such sale be insufficient to pay the amounts aforesaid, said United States Marshal shall specify the amount of the deficiency in his report of sale. Deficiency judgment is not being sought herein.

IT IS FURTHER ORDERED that upon confirmation of sale of the mortgaged premises, the purchaser or purchasers, or his or their heirs, representatives or assigns, be let into possession of the premises sold, upon production of the Marshal's deed thereto or duly authenticated copy thereof; that any of the parties to this action who may be in possession of the premises, and every other person who since the filing of notice of the pendency of this action has come into possession of the same or any part thereof under them or either of them shall deliver to such grantee or grantees named in the deed possession of the mortgaged premises, and that a writ of assistance issue if necessary to secure such possession.

IT IS FURTHER ORDERED that the defendants and each of them, their heirs, successors and assigns, and all persons claiming under them or either of them after the filing of notice of the pendency of this action, be forever barred and foreclosed of all

right, title, interest, and equity of redemption in said mortgaged premises.

IT IS FURTHER ORDERED that Plaintiff may pay any taxes or insurance premiums on the mortgaged premises now due or which shall hereafter become due before the sale thereof and have a lien on the premises for the amount so paid with interest thereon from date of payment of zero and seventeen one-hundredths percent (0.17%) per annum; and that in the event any such payments are made, Plaintiff may obtain an order at the foot of this judgment directing that the amounts so paid, with interest, be likewise paid from the proceeds of the sale or redemption of the mortgaged premises.

IT IS FURTHER ORDERED that the defendants and all persons claiming under them be and they are hereby enjoined from committing waste upon the mortgaged premises and from doing any other act that may impair the value of the same.

Dated this 27th day of February, 2013.

BY THE COURT:

Barbara B. Crabb

BARBARA B. CRABB
United States District Judge
Western District of Wisconsin

Entered at Madison, Wisconsin, this 27th day of February, 2013.

Peter Oppeneer

PETER OPPENEER
Clerk of Court
United States District Court
Western District of Wisconsin