

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 16-cv-750-jdp

STEPHEN K. MEALS, and
NANCY P. GRAUER, SUPERIOR
CHOICE CREDIT UNION,
MIDLAND FUNDING, LLC,
DEERE & COMPANY,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-captioned matter having come before the Court to be heard, Honorable James D. Peterson, United States District Judge for the Western District of Wisconsin, presiding without a jury, on February 28, 2017, the Plaintiff, United States of America ("Plaintiff"), having appeared by its attorney, the Office of the United States Attorney for the Western District of Wisconsin, and no appearance having been made on behalf of the Defendants herein, other than Superior Choice Credit Union, except as may be noted on the record; the Clerk of the United States District Court for the Western District of Wisconsin having duly entered the default of Defendants Stephen K. Meals, Nancy P. Grauer, Midland Funding, LLC, and Deere and Company; and the Plaintiff having filed a Notice of Application for Default and Motion for Default Judgment and Judgment on the Pleadings, with accompanying Declarations; and it

further appearing that due notice of application and motion for judgment has been made to the Defendants, and the Court having heard the matter, therefore makes and files the following findings of fact and conclusions of law constituting its decision in this action.

FINDINGS OF FACT

1. The allegations set forth in Plaintiff's complaint are proven true.
2. There is now due and unpaid on all Notes and Mortgages as of February 28, 2017, the following sums: *See Attachment A.*
3. No proceedings have been had at law or otherwise for the recovery of the sum secured by said Notes and Mortgages.
4. The mortgaged premises are described as follows:

The Northeast One Quarter of the Northeast One Quarter (NE 1/4 – NE 1/4) and the Southeast One Quarter of the Northeast One Quarter (SE 1/4 NE 1/4) Township Forty-Seven (47) North, Range Ten (10) West, Section Seven (7), all property located in the Town of Maple, Douglas County, Wisconsin.

Tax ID Nos.: MA-020-00044-00
MA-020-00046-00
5. The real estate is so situated that it cannot be sold in parcels without injury to the interest of the parties, and a sale of the whole will be more beneficial to the parties hereto.
6. The remaining chattel secured by the promissory notes and security agreements is described in Attachment B attached hereto.

7. Notice of the pendency of this action was duly given on November 21, 2016, after the filing of the Complaint herein, by filing a Notice of Lis Pendens in the office of the Register of Deeds for Douglas 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.

8. Defendants Stephen K. Meals, Nancy P. Grauer, Midland Funding, LLC, and Deere and Company, have not served an Answer or other response and the Clerk of Court has duly entered the default of said Defendants.

9. The United States and Defendant Superior Choice Credit Union, entered a Stipulation regarding real estate mortgage priorities and entry of judgment. Stip., ECF No. 16.

10. 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, financing statements, and mortgages.

11. Plaintiff is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

CONCLUSIONS OF LAW

1. Plaintiff is entitled to judgment of foreclosure and sale of the mortgaged premises and secured chattel in the usual form as requested in Plaintiff's Complaint, and in accordance with the above Findings of Fact.

2. Defendant Superior Choice Credit Union has a mortgage interest in the subject premises that is superior to the interest of Plaintiff.

3. Pursuant to that mortgage interest, Defendant Superior Choice Credit Union is entitled to recover from the Defendants the sum of \$34,935.61, exclusive of attorney's fees and disbursements that may have occurred but not yet posted, and any fees, interest, or disbursements that may arise in the future.

4. Plaintiff is entitled to recover from the Defendants the following sum: *See Attachment A.*

5. Plaintiff is entitled to immediate possession of the items of security remaining in possession of the Defendants Stephen K. Meals and Nancy P. Grauer, set out in Attachment B and in the Complaint on file herein.

6. 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 Western District of Wisconsin or the United States Department of Agriculture's Farm Service Agency.

7. That if necessary to secure possession of the chattel and premises, the Clerk of Court, upon application by Plaintiff, shall issue a Writ of Assistance.

8. The Defendants subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the mortgaged premises with the exception of Defendant Superior Choice Credit Union.

9. The Defendants subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the secured chattel.

10. The mortgaged premises shall be sold as a whole.

11. The Defendants shall not be granted a right of redemption.

12. Sale of the premises shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin. Notice of the sale shall be made by publication in The Superior Telegram, a newspaper published in the City of Superior, Douglas County, Wisconsin.

13. Proceeds from the sale of the subject premises, less United States Marshal's costs, shall be deposited with the Clerk of Court and paid first to satisfy the debt to Defendant Superior Choice Credit Union by virtue of the Mortgage executed on December 2, 2003, in the amount of \$34,935.61, as well as fees, interest, or disbursements that are applied for by Defendant Superior Choice Credit Union within 14 days of the deposit of any sale proceeds, and that are determined by the Court to be owing to Defendant Superior Credit Union.

14. The remaining proceeds from the sale of the subject premises shall be paid to satisfy the Defendants' debt owed to the United States as set forth in Attachment A, plus necessary costs and disbursements.

15. Any remaining proceeds from the sale of the subject premises shall be subject to further order of the Court.

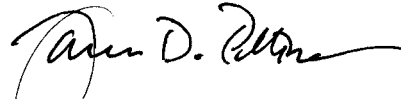
16. Deficiency judgment is not being sought in this action.

Now, on application of Plaintiff United States of America,

IT IS THEREFORE ORDERED that foreclosure of said mortgages and security agreements 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 this 28TH day of FEBRUARY, 2017.

BY THE COURT:



JAMES D. PETERSON
United States District Judge

United States v. Stephen K. Meals, et al.

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ATTACHMENT A

Notes and Mortgages

a.	Principal as of February 28, 2017	\$103,751.19
b.	Interest as of February 28, 2017	<u>\$ 22,045.01</u>
	Total as of February 28, 2017	<u>\$125,796.20</u>

Costs and Disbursements

c.	Filing of Notice of Lis Pendens	\$ 35.00
d.	United States Marshals Fees	<u>\$ 136.48</u>
	Total Costs & Disbursements	<u>\$ 171.48</u>

TOTAL AS OF FEBRUARY 28, 2017 **\$125,967.68**

ATTACHMENT B
 UNITED STATES OF AMERICA V. STEPHEN K. MEALS, ET AL.
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LIST OF ITEMS OF SECURITY

- A. All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which were planted by Defendants Stephen K. Meals and Nancy P. Grauer in Douglas County, Wisconsin, after the Security Agreement was executed on June 12, 2012, or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after the Security Agreement was executed on June 12, 2012, if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted or harvested by Defendants Stephen K. Meals and Nancy P. Grauer in Douglas County, Wisconsin.
- B. All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Defendants Stephen K. Meals and Nancy P. Grauer, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	SIZE AND TYPE	SERIAL OR MODEL NO.
1	1	Loader	Westendorf	WL-40	
2	1	3pt. back blade	Land Pride	8'	
3	1	3pt. back blade	King Cutter	7'	
4	1	Snow Blower	Lundell	8'-3pt.	
5	1	Manure Spreader	New Holland	676	
6	1	Bale Spear	Homemade	3pt.	
7	1	Bale Spear	Bale Hog	Loader Moun	
8	1	Land Rake	CHE-Lienbach	7'	
9	1	ATV	Honda	Foreman 4x4	478TE2249Y-4122170
10	1	Rotary Cutter	Bush Hog	287-7'	

11	1	Disk	Land Pride	8'	
12	1	Thrower Rack	H & S	9 x 18	
13	1	Haybine	New Holland	411	
14	1	Loader	Westendorf	WL-42	
15	1	Loader w/ Grapple Bucket	Westendorf	TA-46	
16	1	Discbine	New Holland	411	
17	1	Wheel Rake	H & S	CR-8	
18	1	Grass Seeder	Brilion	8'	
19	1	Round Baler	New Holland	851	
20	1	Round Bale	New Holland	650	881326
21	1	Tractor	Oliver	1750 Diesel	202-698
22	1	Tractor w/ Cab	Oliver	1755 Diesel	256086676
23	1	Tractor w/ Cab	Oliver	1755 Diesel	
24	1	Tractor w/ Cab	Case-IH	5410 FWA	JJF1020238

C. All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Defendants Stephen K. Meals and Nancy P. Grauer, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	BREED	COLOR
1	7	Cattle – Beef – Young - Heifers	Crossbred	Black/Brown
2	1	Cattle – Brdg. – Bulls	Black Simmental	Black
3	21	Cattle – Brdg. – Cows & Bred Hfrs	Crossbred	Black/Brown