

**ONEIDA JUDICIARY**  
**Tsi nu téshakotiya?tolétha?**

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**TRIAL COURT**

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Oneida Nation,  
Division of Land Management,

**Petitioner,**

v.

**Docket No. 17-TC-039**

Georgia Fool Bull,

**Date: June 23, 2017**

**Respondent.**

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**STIPULATION AND ORDER**

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**STIPULATION**

The parties hereby agree that the Oneida Judiciary Trial Court has the requisite jurisdiction to hear this matter in accordance with the Judiciary law, *see* 8 O.C. 801 § 801.5, and the Mortgage and Foreclosure law, *see* 6 O.C. 612 § 612.7. The parties further agree as follows:

1. Respondent entered into Mortgage Agreement (04000427) with the Petitioner on June 23, 2015 to secure residential property located at N7181Path of the Bear, Oneida, WI 54155 (hereinafter, "Premises") and situated on tribal trust land. Pursuant to the terms of the Mortgage Agreement 04000427, Respondent is required to pay Petitioner \$467.87 per month, plus an additional \$23.39 if paid after the 10<sup>th</sup> of the month. Respondent entered into an additional mortgage agreement (04000430) with the Petitioner on May 19, 2016 and pursuant to those terms, Respondent is required to pay Petitioner \$71.61 per month plus an additional \$3.58 if paid after the 10<sup>th</sup> of the month.
2. The Respondent has defaulted on payments pursuant to each of her mortgage agreements and, as of June 23, 2017, the Respondent owes the Petitioner, a total of \$6,798.42 in mortgage payments and late fees for Mortgage Agreements 04000427 and 04000430 and the applicable Consumer Universal Notes.
3. Petitioner provided the Respondent with the requisite notice of potential foreclosure pursuant to the Mortgage and Foreclosure law via notices letters dated February 9, 2017 and March 9, 2017.

4. The entire balance owed by Respondent to Petitioner, including principle, interest and late fees is \$96,566.60 pursuant to Mortgage Agreements 04000427 and is \$14,956.71 pursuant to Mortgage Agreement 04000430, for a total balance owed of \$111,523.31.
5. The Petitioner hereby motions for dismissal of this matter without prejudice in order to allow Respondent to attempt to sell the Premises and use the proceeds of any such sale to satisfy Respondent's mortgage obligation to the Petitioner.
6. Respondent shall actively and in good faith negotiate with the Oneida Housing Authority to sell the premises and shall satisfy the entirety of her mortgage obligations by using the proceeds of any such sale to pay the Petitioner the total balance owed of \$111,523.31.
7. Respondent may not sell the premises for any value less than \$111,523.31 without prior written consent of the Division of Land Management Interim Director.
8. Any potential sale of the premises must be concluded on or before August 1, 2017 and, if Respondent fails to satisfy the full amount of her mortgage obligation on or before August 1, 2017, the Petitioner may immediately foreclose upon the subject property by filing a summons and foreclosure complaint with the Oneida Judiciary in accordance with the Mortgage and Foreclosure law.
9. Respondent hereby waives any right Respondent may have to any notices of default and/or potential foreclosure as related to a subsequent foreclosure based on a failure to pay the Petitioner the full amount of \$111,523.31 on or before August 1, 2017 in accordance with this Stipulation.
10. Respondent hereby waives all rights to contest any foreclosure complaint the Petitioner may file with the Oneida Judiciary Trial Court based on these stipulated facts in the event Respondent fails to pay the Petitioner the full amount of \$111,523.31 on or before August 1, 2017 in accordance with this Stipulation.

Dated this 22<sup>nd</sup> day of June 2017.

By: Georgia Full Bull  
Georgia Full Bull, Respondent

Dated this 23<sup>rd</sup> day of June 2017.

By: Krystal L. John  
Krystal L. John  
Wisconsin State Bar No. 1093818

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Attorney for Petitioner

ONEIDA LAW OFFICE  
N7210 Seminary Road  
Post Office Box 109  
Oneida, WI 54155

Phone: 920-869-4327  
Fax: 920-869-4065  
E-mail: kjohn4@oneidanation.org

**ORDER**

Upon reading and filing the above Stipulation, and upon all proceedings herein:  
**IT IS ORDERED** that:

1. The matter is dismissed without prejudice in order to allow Respondent to attempt to sell the Premises and use the proceeds of any such sale to satisfy Respondent's mortgage obligation to the Petitioner.
2. Respondent shall actively and in good faith negotiate with the Oneida Housing Authority to sell the premises and shall satisfy the entirety of her mortgage obligations by using the proceeds of any such sale to pay the Petitioner the total balance owed of \$111,523.31.
3. Respondent may not to sell the premises for any value less than \$111,523.31 without prior written consent of the Division of Land Management Interim Director.
4. Any potential sale of the premises must be concluded on or before August 1, 2017 and, if Respondent fails to satisfy the full amount of her mortgage obligation on or before August 1, 2017, the Petitioner may immediately foreclose upon the subject property by filing a summons and foreclosure complaint with the Oneida Judiciary in accordance with the Mortgage and Foreclosure law.
5. Respondent has hereby waived any right Respondent may have to any notices of default and/or potential foreclosure as related to a subsequent foreclosure based on a failure to pay the Petitioner the full amount of \$111,523.31 on or before August 1, 2017 in accordance with this Stipulation and Order.
6. Respondent has hereby waived all rights to contest any foreclosure complaint the Petitioner may file with the Oneida Judiciary Trial Court based on these stipulated facts in the event Respondent fails to pay the Petitioner the full amount of \$111,523.31 on or before August 1, 2017 in accordance with this Stipulation and Order.