

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

ONEIDA NATION
Comprehensive Housing Division
P.O. Box 68
Oneida, WI 54155,

Petitioner,

v.

Case No. 19-TC-013

ARMANDO MARTINEZ
ROBIN MARTINEZ
1399 Sand Hill Drive
Green Bay, WI 54313,

Respondents.

STIPULATION AND ORDER

STIPULATION

This Agreement is made and entered into by and between the Oneida Nation, Comprehensive Housing Division (hereinafter referred to as the “Nation”) and Armando and Robin Martinez (hereinafter referred to as “Respondents”). The parties hereby agree as follows:


1. Oneida Nation is a federally recognized tribal government and the Comprehensive Housing Division is an agency of said government for the purposes of the Oneida Judiciary Law, Oneida Code of Laws, Chapter 801.
2. Respondents are a married couple, ARMANDO MARTINEZ is a non-tribal adult and ROBIN MARTINEZ is an adult member of the Oneida Nation.
3. Respondents currently reside at 1399 Sand Hill Drive, Green Bay, WI 54313, which is within the reservation boundaries, on tribal fee land owned by the Petitioner.
4. The Oneida Judiciary has jurisdiction over this matter pursuant to the Oneida Judiciary Law, Oneida Code of Laws, Chapter 150, and the Mortgage and Foreclosure law, Oneida Code of Law, Chapter 612.

5. The Respondents entered into a mortgage agreement for the sum of \$104,715.00 with the Petitioner on May 19, 2006 to secure residential property located at 1399 Sand Hill Drive, Green Bay, WI 54313, hereinafter “Premises.”
6. Respondents entered a residential lease with Petitioner which grants Respondents a leasehold interest in the land which the premises is situated upon.
7. Pursuant to the terms of the Consumer Universal Note, Respondents are required to pay Petitioner \$496.57 per month towards the principle and interest, plus an additional \$3.00 if paid after the 10th of the month, plus a varying amount for the escrow based on projected tax and insurance balances.
8. The Respondents have defaulted on payments pursuant to the mortgage agreement for the months of July 2019, August 2019, September 2019, and October 2019 and are in breach of the Mortgage Agreement, Consumer Universal Note, and Residential Lease. The current total default amount is \$2,674.07, this amount includes late fees.
9. The Nation filed a Foreclosure Complaint against the Respondents on September 17, 2019 and such foreclosure complaint satisfied all notice and content requirements of the Mortgage and Foreclosure law.
10. The Respondents have consistently demonstrated efforts to make regular payments towards their mortgage – however have not successfully made full monthly payments.
11. Because of the demonstrated efforts by the Respondents, Petitioner is willing to offer the Respondents one (1) more opportunity to become current before foreclosing as provided in this stipulation.
12. The Nation offers deferrals to loan participants with a financial crisis, by postponing six months (part I) or twelve months (part II) of the principal and interest payments and adding them to the end of the loan. Each option can be used once during the life of the loan. A mortgagee needs to be three months or less delinquent with mortgage payments in order to qualify for a loan deferral.
13. The Nation’s deferral program suspends all loan payments for the selected term of the deferral by extending the term of the mortgage based on the number of deferral months, provided that mortgagees in deferral remain responsible for payment of any/all applicable homeowners’ insurance and/or property tax escrow payments throughout the deferral period.

14. The Respondents received a deferral part I on June 01, 2009 which extended through December 01, 2009. The deferral part II has not been requested.
15. The Respondents hereby request the deferral part II and the Petitioner hereby grants the deferral part II based on the following conditions:
 - A. In order to qualify for the deferral part II, Respondents will pay a total of \$1,403.80 no later than November 10, 2019. The total payment is broken down as follows:
 - I. \$490.04 - the remainder of Respondents July 2019 balance which will bring them to three months or less past due and thereby qualify them for the deferral part II; and
 - II. \$913.76 – The total escrow payments due for August 2019, September 2019, October 2019 and November 2019.
 - B. The term of the deferral part II is August 01, 2019 through July 01, 2020, with the next full mortgage payment being due August 01, 2020.
 - C. The Respondents are required to pay \$228.44 a month due no later than the 10th of each month while on the deferral part II for homeowners' insurance and property tax escrow payments.
 - D. The Nation will postpone the principal and interest of the loan for twelve months by adding them to the end of the loan. This will change the original maturity date from December 01, 2031 to December 01, 2032.
 - E. Petitioner will provide notice of the amount of the monthly payment that is due should there be any changes based on escrow variations, but will not provide reminder notices to Respondents that a full month payment is due August 01, 2020 – it is the Respondents responsibility to track the term of their deferral and to resume regular payments as noticed in this stipulation.
16. Should the Respondents fail to make the required payment to qualify for the deferral part II by November 10, 2019 or fail to make timely payment any of the required escrow payments, the Oneida Nation shall immediately have the right to foreclose on the premises without any additional notices required to Respondents.
17. Should the Oneida Nation file a foreclosure complaint as a result of Respondent's default pursuant to the terms of this stipulation, the Respondent waives the right to contest the

amounts owed to Petitioner by Respondent pursuant to the mortgage agreement and consumer universal note through October 22, 2019.

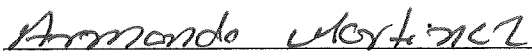
Dated this 25th day of October 2019.

By: 
Krystal L. John
Wisconsin State Bar No. 1093818
Attorney for Petitioner

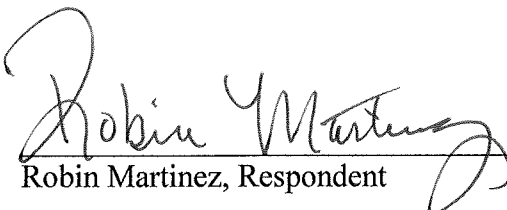
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Phone: 920-869-4327
Fax: 920-869-4065
E-mail: kjohn4@oneidanation.org

Dated this 25th day of October 2019.

By: 
Armando Martinez, Respondent

Dated this 25th day of October 2019.

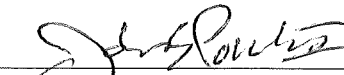
By: 
Robin Martinez, Respondent

ORDER

The court has reviewed and approved the proposed Stipulation. **IT IS ORDERED** that the parties comply with the terms of the Stipulation; however, the deferral in section 15.B. shall have a term of August 1, 2019 through July 1, 2020 as placed on the record by the parties.

Dated this 28 day of October 2019.

BY THE COURT:



Honorable John Powless III
Trial Court Judge