

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

**Oneida Comprehensive Housing Division,
Petitioner**

v.

Case No: 22-TC-003

Date: November 16, 2022

**Matthew J. Myke,
Melinda G. Myke,
Respondents**

FINAL ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

BACKGROUND

Petitioner filed a foreclosure complaint against Respondents. A pretrial hearing was held on April 4, 2022. During the hearing, Respondent Matthew Myke requested time to find legal representation. The request was granted, and the Court issued a scheduling order. On May 5, 2022, Petitioner filed a Motion for Continuance based on the parties needing more time to complete a stipulation. The Motion was granted. On November 15, 2022, Petitioner filed a Motion to Approve Stipulation Agreement as to Respondent Melinda Myke and Motion to Voluntarily Dismiss as to Respondent Matthew Myke.

FINDINGS

The Court finds as follows:

1. The Court has subject matter, personal and territorial jurisdiction over this matter.
2. Notice was given to all those entitled to notice.
3. Respondents were married when they entered into loans with Petitioner for property located at 1330 Hobart Drive, Green Bay, WI 54304

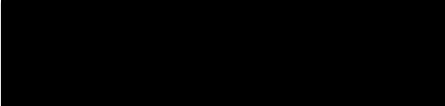
4. Respondents entered into a DREAM mortgage agreement for the sum of \$120,725.00 with Petitioner on December 16, 2011.
5. Respondents also entered into a THRIL mortgage agreement for the sum of \$4,275.00 with Petitioner on December 16, 2011.
6. Pursuant to the terms of the DREAM Consumer Universal Note, Respondents were required to pay Petitioner \$723.81 per month, plus an additional \$36.19 if paid after the 10th of the month, plus a varying amount for the escrow based on projected tax balances.
7. Respondents are current with the DREAM loan.
8. Pursuant to the terms of the THRIL Consumer Universal Note, Respondents are required to pay Petitioner \$25.63 per month, plus an additional \$1.28 if paid after the 10th of the month.
9. Respondents defaulted on payments pursuant to the THRIL loan for the months of August 2020 through January 1, 2022.
10. The total defaulted amount was \$510.01.
11. On April 5, 2022, Respondent Melinda Myke made a \$1,000.00 payment towards the THRIL loan.
12. Respondents divorced and Respondent Melinda Myke was required to refinance her loans to remove Respondent Matthew Myke from payment responsibilities.
13. There was no response from Respondent Matthew Myke regarding the motions.
14. The stipulation agreement is accepted and approved.

ORDER

1. The Court reviewed the stipulation agreement and the terms were incorporated into this order.
 - a. Respondent Melinda Myke shall continue with her payroll deduction to pay \$25.00/week towards the THRIL loan until the loan is satisfied.
 - b. In the event Respondent Melinda Myke defaults on the THRIL loan in the future, the entire loan shall immediately become due and Petitioner may initiate foreclosure proceedings without the notices required pursuant to the Mortgage and Foreclosure law.
 - c. Respondent Matthew Myke is dismissed as a Respondent in this case, without prejudice.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council, this Order is signed on November 16, 2022.



Layatalati Hill, Chief Trial Court Judge

