

13 416
LETTER REPORT OF TITLE

par 208
File Number: F511933L



Port Abstract & Title LLC
P.O.Box 974
West Bend, WI 53095
262-335-2999
Fax:262-335-3966

Refer Inquiries to: Janis Krebs (janis@knightbarry.com)
Completed on:4/28/10 5:04 pm
Last Revised on:4/28/10 5:04 pm
Printed on:4/28/10 5:04 pm

Applicant Information

Kristin Schrader
Wisconsin Dept of Transportation - Project #1440-15-00
944 Vanderperrin Way
Green Bay, WI 54324

Sales Representative:Craig Haskins

Property Information

Owner(s) of record:Michael J. Baumhardt

Property address:Vacant Land - State Road 23, Fond du Lac, WI

Land value: \$7,200.00

Improvement value: \$7,200.00

Total value: \$14,400.00

Fair market value: \$7,200.00

Legal description: A part of the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of said Section 8 and running thence South 89° 42' 23" West along the South line of the Southwest 1/4 of Section 8, a distance of 953.62 feet; thence North 02° 18' 23" West, 659.27 feet; thence North 81°22' 51" East, 553.31; thence North 02° 18' 23" West, 1843.21 feet; thence South 88° 01' 44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85° 20' 41" East along said right-of-way line, 387.56 feet; thence South 00° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 2543.64 feet to the point of beginning.

Tax Key No: T08-15-18-09-004-00

Mortgages, Judgments, Liens, Taxes



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1. General Taxes for the year 2010 .
2. Taxes for the Year 2009 in the amount of \$115.02 , and all prior years are paid.
3. Mortgage from Michael J. Baumhardt to M&I Marshall & Ilsley Bank in the amount of \$105,000.00 dated September 18, 2003 and recorded September 23, 2003 as Document No. 801602 .
4. Assignment of Rents from Michael J. Baumhardt to M&I Marshall & Ilsley Bank recorded September 23, 2003 as Document No. 801603 .
5. Mortgage from Michael J. Baumhardt to M&I Marshall & Ilsley Bank in the amount of \$145,000.00 dated March 20, 2007 and recorded April 6, 2007 as Document No. 891952 .
6. Covenants, Conditions and Restrictions as described in Deed and other matters contained in the instrument recorded November 13, 1985 in Volume 908, page 195 as Document No. 416896 .
7. Covenants, Conditions and Restrictions as described in Deed and other matters contained in the instrument recorded November 13, 1985 in Volume 908, page 197 as Document No. 416897 .
8. Covenants, Conditions and Access Restrictions as described in Certificate of Compensation and other matters contained in the instrument recorded November 13, 1985 in Volume 908, page 199 as Document No. 416898 .
9. Right of Way Grant and other matters contained in the instrument recorded December 29, 1980 in Volume 823, page 462 as Document No. 365825 .
10. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded October 16, 2000 as Document No. 701362 . Partial Easement Assignment recorded January 28, 2002 as Document No. 736734.
11. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Other Matters and Footnotes

Recordable documents must be delivered to the address shown on the top of this report.

In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County, and find (i) title to the property described above to be in the owner or owners of record set forth above and (ii) no change of record affecting such property, since the above-mentioned owners of record took title through 4/19/10 at 8:00 am , the effective date of this report, except those matters shown above .

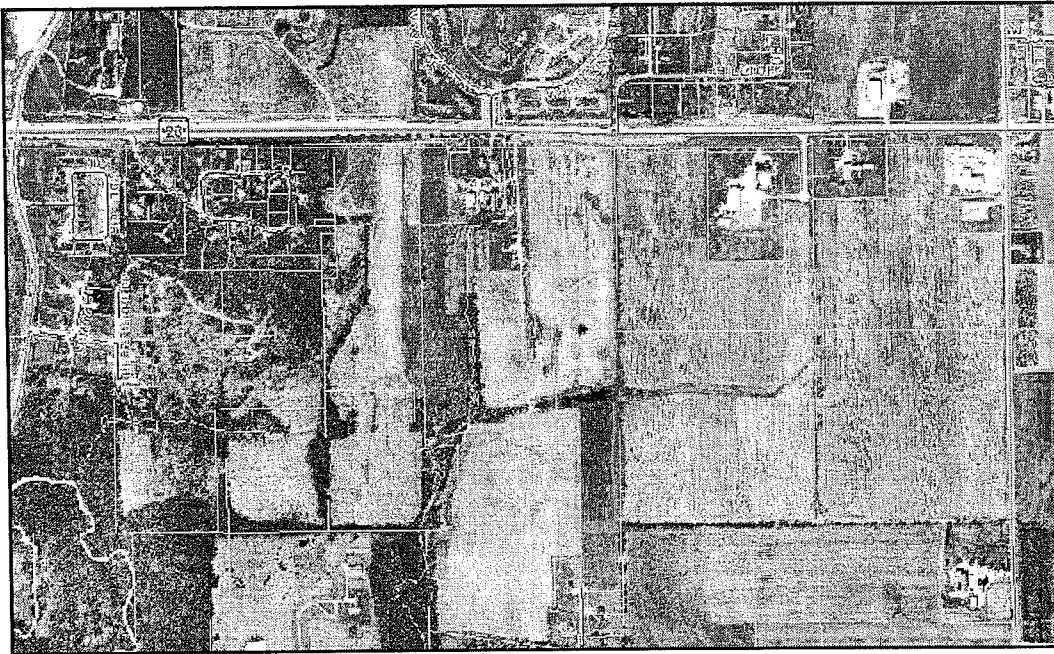
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Conditions. The Knight-Barry Title Group reserves the right to update the Terms and Conditions as necessary - it is your responsibility to review them periodically.

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-09-004-00

Page 1 of 2

Location Information



Municipality:	TOWN OF EMPIRE	Location Address:	
Primary Owner Name:	MICHAEL J BAUMHARDT	Mailing Address:	W4665 COUNTY ROAD B
Secondary Owner Name:		City, State, Zip:	EDEN WI 53019 1117

Property Description (As of Last Tax Bill Issued)

Legal Description:

(Please refer to original source document for actual legal description)

S8 T15N R18E PT OF E 1/2 SW 1/4 COM AT SE COR SW 1/4 TH W 953.62' N02°18'53"W 659.27' N81°22'51"E 553.31' N02°18'23"W 1843.21' S88°01'44"E 100.50' S85°20'41"E 387.56' S 2543.64' TO BEG AS REC 801601 35A

(The last line of the legal description contains the volume & page numbers for recorded documents in the Register of Deeds Office.)

Section, Town, Range:	S.8, T.15, R.18	Volume:	0	Document Number:	801601
Total Acres:	35	Page:	0		

Note: Fair Market Value is not shown for Agricultural Land because of Use Value Assessment per State law.

Assessment Information

	<u>2009</u>	<u>2008</u>
Assessed Acres	35	35
Land Value	\$7,200.00	\$5,700.00
Improvement Value	\$0.00	\$0.00
Total Value	\$7,200.00	\$5,700.00
Fair Market Value	\$7,200.00	\$6,900.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$115.02	\$105.66
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$0.00	\$0.00
Net Tax	\$115.02	\$105.66
Special Assessments	\$0.00	\$0.00
Total Taxes	\$115.02	\$105.66
Total Payments	\$115.02	
Balance Due	\$0.00	

STATE BAR OF WISCONSIN FORM 2 - 1998
WARRANTY DEED

Document Number

DOC# 801601

Recorded
SEP. 23, 2003 AT 03:43PM

This Deed, made between Daniel R. Arndt Grantor, and Michael J. Baumhardt Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Fond du Lac County, State of Wisconsin:

Sally Barbeau

SALLY BARBEAU
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00
Transfer fee: \$315.00

Recording Area

Name and Return Address

MICHAEL BAUMHARDT
W4689 HWY B
EDEN, WI 53019
2-25515

T08-15-18-08-09-001-00 T08-15-18-08-12-001-00
T08-15-18-17-05-001-00

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Property described on Exhibit A, attached hereto and made a part hereof.

Exceptions to warranties: **ALL EASEMENTS AND RESTRICTIONS**

Dated this 22 day of September, 2003.

Daniel R. Arndt

* Daniel R. Arndt

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
LOUIS J. ANDREW, JR.
ANDREW LAW OFFICES, S.C.

(Signatures may be authenticated or acknowledged. Both are not

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
FOND DU LAC County.)

Personally came before me this 22 day of
SEPTEMBER, 2003, the above named
Daniel R. Arndt

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Kathleen A. Schmitz
* Kathleen A. Schmitz
Notary Public, State of WISCONSIN
My Commission is permanent. (If not, state expiration date:
4-15-07

* Names of persons signing in any capacity must be typed or printed below their signature.

EXHIBIT A

Parcel 1:

A part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.31 feet; thence North 02 degrees 18'23" West, 1843.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest $\frac{1}{4}$ of said Section 8, a distance of 2543.64 feet to the point of beginning.

Parcel 2:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.37 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest $\frac{1}{4}$ of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

* * * End * * *

379859

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

Individual and Corporate

TO BE USED FOR ALL TRANSACTIONS WHERE OVER
TITLE IS FINANCED AND IN OTHER NON-CONSUMER
AND TRANSACTIONS

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE

Fond du Lac County, Wis.
Recorded at 2:53 P M

JUL 16 1982

Vol. 845 Records Page 863-865
GEORGE H. OTTERY,
REGISTER OF DEEDS

Contract, by and between Raymond J. Arndt and
Elvera Arndt, his wife ("Vendor",
 whether one or more) and Daniel B. Arndt
 ("Purchaser", whether one or more).
 Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-
 formance of this contract by Purchaser, the following property, together with the
 rents, profits, fixtures and other appurtenant interests (all called the "Property"),
 in Fond du Lac County, State of Wisconsin:

RETURN TO 8000 K
3553 N

In accordance with Exhibit "A" attached

Tax Parcel No. _____

FEE
 # X.C.
 EXEMPT

This is not homestead property.
 (is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at their residence
 the sum of \$ 147,000.00 in the following manner: (a) \$ 0
 at the execution of this Contract; and (b) the balance of \$ 147,000.00, together with interest from date
 hereof on the balance outstanding from time to time at the rate of Nine (9%) per cent per annum
 until paid in full, as follows: Interest only shall be paid for the first five years of this
 Land Contract, in monthly payments of \$1,102.50 with the first of such payment due
 on June 15, 1982. After said initial five year period, principal in the amount of
 at least \$3,000.00 per year shall be paid on or before June 15th of each year
 commencing with the payment of principal due June 15, 1987.

Provided, however, the entire outstanding balance shall be paid in full on or before the 15th day of
May, 1992. (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12% per annum on the entire amount
 in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire
 principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably antici-
 pated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor,
 Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of
 taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest
 unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any
 amount may be prepaid without premium or fee upon principal at any time after January 1, 1984. (OR)
 there may be no prepayment of principal without permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long
 as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated
 as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been
 made as first specified above, provided that monthly payments shall be continued in the event of credit of any proceeds
 of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser
 for examination except: Property is subject to first mortgage of record given to Federal
 Land Bank Association, which mortgage shall be paid by Vendor in accordance with
 said mortgage and accompanying note now in effect. Said mortgage shall be paid in
 full by Vendor prior to delivery of Warranty Deed as provided for herein.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall
 be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on
May 15, 1982.

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Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage, and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$full insurable value. But Vendor shall not require coverage in an amount more than the balance owed under this contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: None, except for easements now existing

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant, and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice. Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser. All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 15th day of May, 1982

VENDORS:
Raymond J. Arndt (SEAL)
Elvera Arndt (SEAL)

PURCHASER:
Daniel R. Arndt (SEAL)
Daniel R. Arndt

AUTHENTICATION

Signature(s) of Raymond J. Arndt and Elvera Arndt, his wife, and Daniel R. Arndt

authenticated this 15th day of May, 1982

A. D. Edgerton
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney A. D. Edgerton

(Signatures may be authenticated or acknowledged both individually and jointly.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County, } as.

Personally came before me this 15th day of May, 1982, the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission is permanent (if not, state expiration date) 19

VOL 845 PAGE 864

EXHIBIT "A"

E½SW¼ except therefrom a parcel of land described as follows:
Commencing at the west quarter post of Section 8, thence running east along the east-west quarter line of said Section 1675.9 feet to the place of beginning, thence continuing east 237.57 feet along said east-west quarter line, thence south 3 degrees 11 minutes west 280.90 feet, thence north 88 degrees 57 minutes west 56 feet, thence north 25 degrees 57 minutes west 49 feet, thence north 88 degrees 57 minutes west 13 feet, thence south 25 degrees 57 minutes east 49 feet, thence north 88 degrees 57 minutes west 153.20 feet, thence north 276.50 feet to the place of beginning;
E½W½SW¼;
all in Sec. 8;

E½NW¼ except all that land lying south of the north line of the plat of Ravera Heights Section Addition as recorded in the Office of the Register of Deeds in and for Fond du Lac County on October 29, 1970 at 4:10 P.M. in Volume 11 of Plats on page 120, Sec. 17;
all in T15N, R18E.

EXCEPTING THEREFROM A parcel of land located in the NW¼SW¼ of Sec. 8, T15N, R18E and described as follows: Beginning at the Southeast corner of Lot 8 of the Plat of Mary Hill Park and describing this parcel more particularly as follows:

1. Thence North 1°23'00" West, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of S.T.H. "23".
2. Thence North 88°58'02" East, 100.00 feet along said right of way line.
3. Thence South 1°23'00" East, 601.43 feet along a line 100.00 feet Easterly and parallel with the East line of said plat.
4. Thence South 88°17'00" West, 100.00 feet at right angles to said plat line, to the plat line.
5. Thence North 1°23'00" West, 412.07 feet along said plat line to the place of beginning.

The above described parcel contains 1.38 acres of land more or less.

AND FURTHER EXCEPTING from the above, lands described in Certified Survey Map No. 2181 recorded in Volume 11 on pages 170, 170A and 170B, and being a part of the NE¼NW¼ of Sec. 17, T15N, R18E.

DOCUMENT NO.

486501

STATE BAR OF WISCONSIN FORM 5—1982
PERSONAL REPRESENTATIVE'S DEED

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED
VOL 1031 PAGE 857-858
Dec 18 3 10 PM '90

David D. Arndt

Raymond J. Arndt, as Personal Representative of the estate of

("Decedent"),

for a valuable consideration conveys, without warranty, to
Daniel R. Arndt, as an individual

the following described real estate in Fond du Lac County,
State of Wisconsin (hereinafter called the "Property"):

Mary E. Brinkley
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

RETURN TO
FBI AGT Co.

Tax Parcel No: _____

(Description appears on attached sheet.)

TRANSFER
\$ 441.00
FEE

This deed is given in full satisfaction of a vendor's interest in
a land contract dated May 15, 1982 recorded July 16, 1982 in Volume
845 of Records, page 863-865, Fond du Lac County Registry, as
Document #379859 located in Fond du Lac County, Wisconsin.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which
the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the
Personal Representative has since acquired.

Dated this 11th day of December, 1990.

 (SEAL)

David D. Arndt
Personal Representative

(SEAL)

Personal Representative

AUTHENTICATION

Signature(s) of David D. Arndt

authenticated this 11th day of December, 1990

David B. Lund
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney David B. Lund

Box A, DeForest, WI 53532

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County. Personally came before me this _____ day of
_____, 19____ the above named

to me known to be the person _____ who executed the
foregoing instrument and acknowledge the same.

Notary Public _____ County, Wis.
My Commission is permanent (If not, state expiration
date: _____, 19____)

*Names of persons signing in any capacity should be typed or printed below their signatures.

PERSONAL REPRESENTATIVE'S DEED

STATE BAR OF WISCONSIN
FORM No. 5—1982

Furnished by Dane County Title Company

VOL 1031 PAGE 857

The East Half (E 1/2) of the Southwest Quarter (S.W. 1/4) of Section 8, Township 15 North, Range 18 East. Excepting therefrom a parcel of land described as follows:

Commencing at the West Quarter post of said Section 8; thence running East along the East-West Quarter line of said Section 8, 1675.9 feet to the place of beginning for the description of this parcel and running:

1. Thence continuing East, 237.57 feet along said East-West Quarter line.
2. Thence South, 3°-11' West, 280.90 feet.
3. Thence North, 88°-57' West, 56.00 feet.
4. Thence North, 25°-57' West, 49.00 feet.
5. Thence North, 88°-57' West, 13.00 feet.
6. Thence South, 25°-57' East, 49.00 feet.
7. Thence North, 88°-57' West, 153.20 feet.
8. Thence North, 276.50 feet to the place of beginning,

and further excepting that portion conveyed to the State of Wisconsin Department of Transportation by Deed recorded in Vol. 908 of Records on pages 195-196.

The East Half (E 1/2) of the the West Half (W 1/2) of the Southwest Quarter (S.W. 1/4) of Section 8, Township 15 North, Range 18 East.

Excepting therefrom a parcel of land located in the NW 1/4 SW 1/4 of Sec. 8, T15N, R18E and described as follows: Beginning at the Southeast corner of Lot 8 of the Plat of Mary Hill Park and describing this parcel more particularly as follows:

1. Thence North 1°23'00" West, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of S.T.H. "23".
2. Thence North 88°58'02" East, 100.00 feet along said right of way line.
3. Thence South 1°23'00" East, 601.43 feet along a line 100.00 feet easterly and parallel with the east line of said plat.
4. Thence South 88°17'00" West, 100.00 feet at right angles to said plat line to the plat line.
5. Thence North 1°23'00" West, 412.07 feet along said plat line to the place of beginning.

As contained in deeds recorded in Vol. 815 of Records on pages 789 to 794, inclusive.

That part of the Northeast 1/4 of the Northwest 1/4 lying North of the North line of the plat of Ravera Heights Second Addition in Section 17, Township 15 North, Range 18 East, excepting that portion contained in Certified Survey Map No. 2181, recorded in Volume 11 of Certified Survey Maps on pages 170, 170A, 170B, as Doc. No. 344182.

All of said above described lands being in the Town of Empire, Fond du Lac County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2181, recorded in the Fond du Lac County Registry in Volume 11 of Certified Survey Maps on pages 170, 170A, 170B, as Document Number 344182, and being a part of the Northeast 1/4 Northwest 1/4 of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

W. B. A. 428 (302) F11142
 Wisconsin Bankers Association 2002



DOCUMENT NO.

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

MICHAEL J. BAUMHARDT

("Mortgagor,"

whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants to

M&I MARSHALL & ILSLEY BANK

("Lender")

in consideration of the sum of

ONE HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS

Dollars

(\$ 105,000.00), loaned or to be loaned to

MICHAEL J. BAUMHARDT

("Borrower," whether one or more).

evidenced by Borrower's note(s) or agreement dated

September 18, 2003

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

1. Description of Property. (This Property IS NOT the homestead of Mortgagor.)
 (is) (is not)

SEE ATTACHED LEGAL DESCRIPTION

DOC# 801602

Recorded

SEP. 23, 2003 AT 03:43PM

SALLY BARBEAU
 REGISTER OF DEEDS
 FOND DU LAC COUNTY
 Fee Amount: \$15.00

Recording Area

Name and Return Address

M&I MARSHALL & ILSLEY BANK
 ATTN: DOCUMENT REVIEW
 PO BOX 5160
 APPLETON, WI 54912-5160

SEE ATTACHED LEGAL DESCRIPTION
 Parcel Identifier No.

- ☒ If checked here, description continues or appears on attached sheet.
☐ If checked here, this Mortgage is a construction mortgage.
☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

3. Escrow. Interest N/A be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.
 (will) (will not)

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.
 The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION COVERED BY THE UNIFORM COMMERCIAL CODE

ACCOUNT #18622945 NOTE #28404
ATTACHED EXHIBIT A TO A REAL ESTATE MORTGAGE
DATED SEPTEMBER 22, 2003 IN THE AMOUNT OF \$105,000.00

PARCEL ID# PART OF: T08-15-18-08-09-001-00, T08-15-18-08-12-001-00, AND
T08-15-18-17-05-001-00

LEGAL DESCRIPTION:

Parcel 1:

A part of the Northeast ¼ of the Southwest ¼ and Southeast ¼ of the Southwest ¼ of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows: Beginning at the Southeast corner of the Southwest ¼ of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest ¼ of Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.31 feet; thence North 02 degrees 18'23" West, 1843.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest ¼ of said Section 8, a distance of 2543.64 feet to the point of beginning.

Parcel 2:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest ¼ of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest ¼ of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.37 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest ¼ of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast ¼ of the Northwest ¼ of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

3

26
1/10

DOC# 891952

MORTGAGE

Recorded
APR. 06, 2007 AT 10:36AM

DOCUMENT NUMBER:

Patricia Kraus

RETURN ADDRESS:

M&I Marshall & Ilsley Bank
Attn: Loan Servicing
P.O. Box 5160
Appleton, WI 54912-5160PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$29.00

PARCEL I.D. NUMBER: T08-15-18-08-09-001-00



*****074503202007*

THIS MORTGAGE dated March 20, 2007, is made and executed between Michael J. Baumhardt, whose address is 575 Bragg St, Fond Du Lac, WI 54935 (referred to below as "Grantor") and M&I Marshall & Ilsley Bank, whose address is 33 W Pioneer Road, Fond Du Lac, WI 54935 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Fond Du Lac County, State of Wisconsin:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as State Highway 23 and Hilltop Drive, Fond Du Lac, WI 54935. The Real Property tax identification number is T08-15-18-08-09-001-00.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

MORTGAGE (Continued)

Page 7

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Michael J. Baumhardt and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Michael J. Baumhardt.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means M&I Marshall & Ilsley Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 20, 2007, in the original principal amount of \$145,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and

**MORTGAGE
(Continued)**

Page 8

additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Michael J. Baumhardt
Michael J. Baumhardt

This Mortgage prepared by: X

Name of Signer: Jessica L. Locy, Loan Documentation Specialist

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Michael J. Baumhardt authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or
authorized under Section 706.06, Wis. Stats.


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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF FOND DU LAC)

On this day before me, the undersigned Notary Public, personally appeared **Michael J. Baumhardt**, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of MARCH, 2007.

By  Residing at N6565 CARRINGTON DR
KURT PETIK FOND DU LAC WI 54937
(Type or Print Name)

Notary Public in and for the State of WISCONSIN My commission expires MARCH 2, 2008.

Exhibit A

Parcel 1:

A part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.31 feet; thence North 02 degrees 18'23" West, 1843.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest $\frac{1}{4}$ of said Section 8, a distance of 2543.64 feet to the point of beginning.

Parcel 2:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.37 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest $\frac{1}{4}$ of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

DOC# 801603

ACCOUNT #18622945 NOTE#28404

Recorded
SEP. 23, 2003 AT 03:43PM

M&I Marshall & Ilsley Bank

DOCUMENT NO. _____

ASSIGNMENTS OF LEASES, RENTS AND PROFITS

Sally Barbeau

SALLY BARBEAU
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$17.00

Return to:

M&I LOAN SERVICE CENTER
COMMERCIAL DOC REVIEW
P.O. BOX 5160
APPLETON, WI 54913-5160

See attached legal description
Parcel Identifier No.

Michael J. Baumhardt "Borrower"

This Assignment of Leases, Rents and Profits,
given by Michael J. Baumhardt ("Assignor"), to M&I Marshall & Ilsley Bank ("Assignee").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Assignee a Agricultural Universal Note (the "Note") payable to the order of the Assignee in the principal amount of one hundred five thousand dollars and zero cents (\$105,000.00), dated September 22, 2003, bearing interest and payable as set forth in the Note, and Assignor has executed a certain mortgage (the "Mortgage") dated September 22, 2003, in the amount of one hundred five thousand dollars and zero cents (\$105,000.00) with respect to the property (the "Property") described below to secure performance of all of its covenants, agreements, and provisions contained in the Note.

See attached legal description

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby presently and absolutely grants, transfers, and assigns for collateral purposes, all of the Assignor's right, title and interest in and to (including those now owned or hereafter acquired) (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Property (all of which, together with any and all extensions, modifications, and renewals, collectively are referred to as the "Leases" or singularly as a "Lease") and (ii) all rents, profits, and other income or payments of any kind due or payable or to become due and payable to Assignor as the result of any use, possession, or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which collectively are referred to as "Rents"), all for the purpose of securing

- A. Payment of all indebtedness of Borrower evidenced by the Note, and any renewals, extensions or modifications thereof.
- B. Performance and discharge of each and every obligation, covenant, and agreement of the Assignor and/or Borrower contained herein and in the Note, Mortgage, and any other loan documents related thereto.

Assignor warrants and covenants that it has the right under applicable law, the Leases, its formative documents, and otherwise to execute and deliver this Assignment and to keep and perform all of its obligations pursuant to it. Assignor further covenants that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising.

Assignor further covenants and agrees with Assignee as follows:

1. **Performance of Leases.** Assignor faithfully will abide by, perform, and discharge each and every obligation, covenant, and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, Assignor will enforce or secure the performance in a prudent manner of each and every material obligation, covenant, condition, and agreement to be performed by the tenant under each and every Lease. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property.

Assignor will give prompt written notice to Assignee of any notice of default on the part of Assignor with respect to any Lease, and, at its sole cost and expense, Assignor also will appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with any Lease or the obligations, duties, or liabilities of Assignor or any tenant pursuant to said Lease. Assignor will not lease or otherwise permit the use of all or any portion of the Property for rent that is below the fair market rent for such property.

2. **Collection of Rents.** This Assignment is intended to vest in Assignee the present and absolute right, title, and interest in and to the Leases and the Rents. However, unless and until there occurs a default under the various provisions of this Assignment, the Note, or the Mortgage, Assignor may continue to function as lessor under all Leases and to collect all Rents; provided, however, that from and after

- A. the occurrence of a default under this Assignment, the Note, or the Mortgage which is not cured within any applicable grace period; and

- B. delivery of a written notice to Assignor from Assignee, specifying the nature of said default and invoking Assignee's right to function as lessor under all Leases and to collect the Rents, to the exclusion of Assignor.

Assignor shall have no further right to function as lessor under any of the Leases or to collect Rents and immediately shall turn over to Assignee all pre-paid Rents accruing on and after the date on which such notice is delivered to Assignor.

3. **Protecting the Security of This Assignment.** If Assignor fails to perform or observe any covenant or agreement contained in the Assignment (said failure constituting a "default" for the purposes of this provision), then Assignee, after giving Assignor written notice of such a default and if said default is not cured within thirty (30) days after said notice is given (except in the case of what Assignee in good faith perceives to be an emergency situation in which case Assignee need not give prior notice before taking any action), without any obligation to do so and without releasing Assignor from any obligation of any kind, may make or do the same in such manner and to such extent as Assignee deems appropriate to protect its security (including, specifically, without limitation, the right to commence, appear in, and defend any action or proceeding purporting to affect its said security, or the right or powers of Assignee to perform and discharge each and every obligation, covenant, and agreement or Assignor contained in the Lease). In exercising any such powers, Assignee may pay necessary costs and expenses. Assignor agrees and covenants to pay immediately upon demand all sums expended by Assignee under the authority of this agreement, together with interest thereon at the default rate of interest as provided in the Note.

4. **Present Assignment.** This Assignment constitutes a perfected, absolute, and present assignment, subject only to the conditions of Paragraph 2 above.

5. **Defaults and Remedies.** In the event of any default specified in this Assignment or the various provisions of the Note or Mortgage which is not cured within any applicable grace period, Assignee, at its option, after notice to Assignor, may at any time:

- A. In the name, place, and stead of Assignor and without becoming a mortgagee in possession: (i) enter upon, manage, and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property; (ii) make, enforce, modify, and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix, or modify the Rents and enforce all rights of the lessor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;
- B. With or without exercising the rights set forth in Subparagraph A above, give, or require Assignor to give, notice to any or all tenants under the Leases, authorizing and directing the tenants to pay all Rents under the Leases directly to Assignee; or
- C. Apply for the appointment of a receiver regarding the Property, whether or not foreclosure proceedings are pending under the Mortgage and, if such proceedings were commenced, whether or not a foreclosure sale has occurred. Assignor consents to such an application.

The exercise of any of the foregoing rights or remedies and the application of the Rents shall not cure or waive any event of default, or notice of default, under this Assignment or the Note or Mortgage, or invalidate any act done pursuant to such notice.

The remedies provided herein are independent of any other remedies provided in the Note, the Mortgage, or any other collateral security document. If Assignee exercises a remedy provided herein for a default without also exercising other remedies provided in such other loan documents for the same default, or if Assignee exercises a remedy provided in any other such loan document for a default without exercising a remedy provided herein for that same default, then the same shall not be construed as a waiver of Assignee's right to exercise such additional remedies for that same or any subsequent default. Furthermore, Assignee's failure to exercise its right to receive any Rents to which it is entitled by this Assignment shall not affect or be construed as waiver of Assignee's right to receive any subsequently accruing Rents.

6. **Application of Rents, Profits and Income.** All Rents collected by Assignee or the receiver each month are to be applied in the following order of priorities:

- A. To payment of all reasonable fees of the receiver approved by the court;
- B. To payment of all prior or current real estate taxes and special assessments with respect to the Property;
- C. To payment of all premiums then due for the insurance required by the provisions of the Mortgage;
- D. To payment of expenses incurred for normal operation and maintenance of the Property (including, without limitation, a reasonable fee for management of the Property by Assignee or any third party retained by Assignee to manage the Property);
- E. To payment of all other obligations under the Note or the Mortgage.

The rights and powers of Assignee under this Assignment and the application of Rents under this Paragraph 6 shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

7. **Assignee Not to Become Liable.** Assignee is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor under the Leases. This Assignment shall not operate to place upon Assignee responsibility for the control, care, management, or repair of the Property or for the performance of any of the terms and conditions of the Leases. Assignee is not responsible or liable for any waste committed on the Property, or for any dangerous or defective condition of the Property, except to the extent that the same arise out of active negligence or willful misconduct by Assignee.

8. **Assignor's Indemnification.** Assignor hereby agrees to indemnify and to hold Assignee harmless from and against any and all claims, demands, liability, loss, or damage, including all costs, expenses, and reasonable attorney's fees asserted against, imposed on, or incurred by Assignee in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases, or by reason of any alleged obligations or undertakings of Assignee to perform or discharge any of the terms, covenants, or agreements contained in the Leases except to the extent that the same arise out of active negligence or willful misconduct by Assignee. If Assignee incurs any such liability, then the amount thereof, together with interest thereon at the default rate of interest as provided in the Note, shall be secured by this Assignment. Assignor shall reimburse Assignee therefor immediately upon demand.

9. **Authorization to Tenant.** Upon notice from Assignee that it is exercising the right to collect Rents, as set forth in Paragraph 2 of this Assignment, the tenants under the Leases hereby irrevocably are authorized and directed to pay to Assignee all sums due under the Leases. Assignor hereby consents and directs that said sums shall be paid to Assignee without the necessity of a judicial determination that a default has occurred or that Assignee is entitled to exercise its right pursuant to this Assignment. To the extent such sums are paid to Assignee, Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Assignee alone is sufficient for the exercise of any rights under this Assignment and the receipt by Assignee alone of any sums

received is full discharge and release of any such tenant or occupant of the Property. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Assignee, be drawn to the exclusive order of Assignee.

10. Satisfaction. Upon full satisfaction of the Mortgage, this Assignment automatically shall become null and void and of no further effect. However, Assignee shall, at Assignor's request, note the satisfaction of this Assignment on the instrument evidencing satisfaction of the Mortgage.

11. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment (short of actually taking physical possession of the Property) shall be construed as constituting Assignee as a mortgagee in possession.

12. Specific Assignment of Leases. Upon request by Assignee, Assignor agrees to transfer and assign to Assignee any and all specific Leases that Assignee identifies in a written notice to Assignor. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are contained herein. Assignor properly will file or record such assignment, at Assignor's expense, if requested by Assignee.

13. Unenforceable Provisions Severable. All rights, powers, and remedies provided in this document are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law and are intended to be limited to the extent necessary to not render this Assignment invalid, unenforceable, or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal, or unenforceable, then the validity of other terms are intended to remain unaffected.

14. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and the rights hereunder shall inure to the respective successors and assigns of Assignor and Assignee, including any purchaser at a foreclosure sale.

15. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Assignee. All notices required by this Assignment are deemed sufficient on the second business day after deposit in the United States mail, postage prepaid, if addressed to the parties at their respective addresses as set forth in this Assignment, or at such other address as is specified in writing by either party to the other.

(a) If to the Assignor:
Michael J. Baumhardt
W 4370 Hwy 23
Fond du Lac, WI 54935

(b) If to the Assignee
M&I Marshall & Ilsley Bank
100 Lafayette St.
Rosendale, WI 54974

16. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be and original but all of which shall constitute one instrument.

IN WITNESS THEREOF, Assignor has executed this Assignment as of the 22nd day of September, 2003.

ASSIGNOR(S):

XX: Michael J. Baumhardt
Michael J. Baumhardt

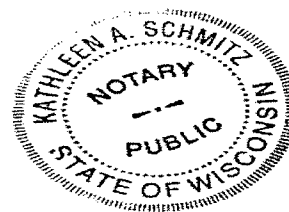
ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF Fond du Lac) SS.

Personally came before me this 22nd day of Sept, 2003, the above named Michael J. Baumhardt, and acknowledged that they executed the foregoing instrument.

Kathleen A. Schmitz

Notary Public, County of Fond du Lac, WI
My Commission : 4.15.07



Drafted by: M&I Marshall & Ilsley Bank
Prepared by: Diane Gagnow
Officer: J Mortier

H:/APPS/DOCPREP/REAL ESTATE/AOL.DOC
Rev. 8/16/02 kjo

ACCOUNT #18622945 NOTE #28404
ATTACHED EXHIBIT AN ASSIGNMENT OF RENTS, LEASES, AND PROFITS
DATED SEPTEMBER 22, 2003 IN THE AMOUNT OF \$105,000.00

PARCEL ID# PART OF: T08-15-18-08-09-001-00, T08-15-18-08-12-001-00, AND
T08-15-18-17-05-001-00

LEGAL DESCRIPTION:

Parcel 1:

A part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.31 feet; thence North 02 degrees 18'23" West, 1843.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest $\frac{1}{4}$ of said Section 8, a distance of 2543.64 feet to the point of beginning.

Parcel 2:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest $\frac{1}{4}$ of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.37 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest $\frac{1}{4}$ of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

R0109 785

416896

DOCUMENT NO. _____ WARRANTY DEED
THIS INDENTURE, made by Raymond J. Arndt, a widower

grantor(s) hereby conveys and warrants to

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION
grantee, for the sum of Seven Hundred Fifty and No/100 (\$750.00)
Dollars.

The consideration stated herein is payment in full for the property described herein and includes compensation for items of damage set forth in s.32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based. Compensation for additional items of damage listed in s.32.195, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20, Wisconsin Statutes.

Exempt from fee: s.77.25(2)

This (ss) (is not) homestead property.

(Legal Description is attached hereto and made a part hereof by reference.)

This space reserved for recording data

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 84 M

NOV 13 1985

Vol. 908 Records Page 195
MARY A. BRICKLE 196
REGISTER OF DEEDS

Return to: Wisconsin Dept. of Transportation

FEE
77.25(2)
EXEMPTTHIS INSTRUMENT
RECORDEDORIGINAL
FILEDTHIS INSTRUMENT IS EXEMPT FROM THE
FEE OF \$7.25(2)Dated this 11/21 day of November, 19 85.

_____(SEAL)

Raymond J. Arndt (SEAL)

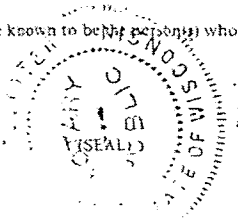
Raymond J. Arndt

_____(SEAL)

_____(SEAL)

STATE OF WISCONSIN, County of Fond du LacPersonally came before me this date November 11, 1985the above named Raymond J. Arndt, a widower

(to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Richard T. Cotter
Richard T. CotterNotary Public, State of Wisconsin. My commission expires May 11, A.D., 19 86.

VOL 908 PAGE 195

This instrument was drafted by the State of Wisconsin, Department of Transportation.

Project I.D. 1442-01-21

Page 1 of 2

Parcel No. 22

DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as:

That part of the southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of said southwest $\frac{1}{4}$; then south $1^{\circ} 29' 42''$ east along the east line of said southwest $\frac{1}{4}$ 92.36 feet; then north $86^{\circ} 22' 39''$ west 387.56 feet; then north $89^{\circ} 03' 39''$ west along a line, which is 80.00 feet southerly of and parallel with the reference line of S.T.H. 23, 367.30 feet to the owner's westerly property line; then north $1^{\circ} 51' 08''$ east along said line 44.41 feet to the north line of said southwest $\frac{1}{4}$; then north $88^{\circ} 40' 08''$ east along said line 750.39 feet to the point of beginning.

This parcel contains 0.54 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: a 40 foot strip of land lying southerly of an adjacent to the above described parcel between points 64.30 feet and 107.30 feet easterly of the west property line of the owner, as measured along the southerly line of the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 23, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: the west 915.39 feet of the east 1903.35 feet and the east 750.39 feet of the southwest $\frac{1}{4}$ of said Section 8.

Except the right of access to S.T.H. 23, from said abutting real estate on the south side of said highway by means of one access point in the east 750.39 feet and one access point in the west 915.39 feet of the east 1903.35 feet of said southwest $\frac{1}{4}$, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

VOL 908 PAGE 196

I.D. 1442-01-21

PAGE 2 OF 2

Parcel 22

415897

THIS INDENTURE, Made by Daniel R. Arndt, a single man

grantor _____ of Fond du Lac County, Wisconsin, hereby quit-claims
to the State of Wisconsin, Department of Transportation

of _____ grantee
County, Wisconsin, for the sum of
Good and Valuable Consideration

the following tract of land in Fond du Lac County, State of Wisconsin;

(Legal Description is attached hereto and made a part hereof by reference.)

UNIT CLAIM DEED
STATE OF WISCONSIN—FORM 13
THIS SPACE RESERVED FOR RECORDING DATA
REGISTER'S OFFICE

Fond du Lac County, Wis.
Recorded at --- *84* M

NOV 13 1985

Vol. 908 Records Page 177

MARY A. BRICKLE
REGISTER OF DEEDS

我走了，我走了

FEE
77.25(2)
EXEMPT

THIS IS NOT RESIDENTIAL
RENTAL PROPERTY.

IN WITNESS WHEREOF, the said grantor _____ his _____ hereunto set _____ his _____ hand _____ and seal _____ this _____
day of November _____, A. D., 19 85 .

SIGNED AND SEALED IN PRESENCE OF

Daniel R. Arndt (SEAL)
Daniel R. Arndt

_____ (SEAL)

(SEAL)

_____(SEAL)

STATE OF WISCONSIN, }
Fond du Lac _____ County. }

Personality came before me, this 11/22 day of November, A. D., 1985
the above named Daniel R. Arndt, a single man

to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as:

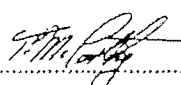
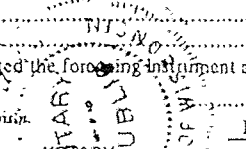
That part of the southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of said southwest $\frac{1}{4}$; then south $1^{\circ} 29' 42''$ east along the east line of said southwest $\frac{1}{4}$ 92.36 feet; then north $86^{\circ} 22' 39''$ west 387.56 feet; then north $89^{\circ} 03' 39''$ west along a line, which is 80.00 feet southerly of and parallel with the reference line of S.T.H. 23, 367.30 feet to the owner's westerly property line; then north $1^{\circ} 51' 08''$ east along said line 44.41 feet to the north line of said southwest $\frac{1}{4}$; then north $88^{\circ} 40' 08''$ east along said line 750.39 feet to the point of beginning.

This parcel contains 0.54 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: a 40 foot strip of land lying southerly of and adjacent to the above described parcel between points 64.30 feet and 107.30 feet easterly of the west property line of the owner, as measured along the southerly line of the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 23, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: the

DOCUMENT NO. <div style="text-align: center; font-size: 1.2em;">416898</div>	CERTIFICATE OF COMPENSATION Sec. 32.05	State of Wisconsin / Department of Transportation R.A. 500 11-80 This Space Reserved For Recording Data <div style="text-align: center; font-weight: bold; font-size: 1.1em;">REGISTER'S OFFICE</div> Fond du Lac County, Wis. Recorded at <u>3:11</u> M <div style="text-align: center; font-weight: bold; font-size: 1.1em;">NOV 18 1985</div> Vol. <u>908</u> Records Page <u>199-</u> <div style="text-align: right; font-weight: bold;">200</div> MARY A. BRICKLE REGISTER OF DEEDS RETURN TO: <u>Wis Dept of Transportation</u> <div style="text-align: right;">8/6</div>
COMPENSATION, in the amount of <u>Seven Hundred Fifty and No/100</u> (\$750.00) Dollars		
paid by the State of Wisconsin, <u>Department of Transportation</u> on the <u>11th</u> day of <u>November</u> , A.D. 19 <u>85</u> , to <u>Raymond J. Arndt; Daniel R. Arndt; The Federal Land Bank</u> <u>of St. Paul</u>		
Parties having an interest of record, for the following described real estate, situated in the County of <u>Fond du Lac</u> and State of Wisconsin, to-wit:		
(Legal Description is attached hereto and made a part hereof by reference.)		
<p>As provided in s. 32.05 (2a) (Wis. Stats.), any person named in this certificate may, within 6 months after the date of its recording, appeal from the amount of compensation stated in this certificate in the manner set forth in s. 32.05 (9) to (13) (Wis. Stats.) for appeals from an award under s. 32.05 (7) (Wis. Stats.). For purposes of any such appeal, the amount of compensation stated in the certificate shall be treated as the award and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.</p>		
<div style="display: flex; justify-content: space-between;"> <div> SIGNED AND SEALED IN PRESENCE OF _____ _____ _____ </div> <div style="text-align: right;">  _____ (SEAL) T. McCarthy District Chief of Real Estate State of Wisconsin, Department of Transportation </div> </div>		
State of Wisconsin, <u>Waukesha</u> County. Personally came before me, this <u>12th</u> day of <u>November</u> , A.D., 19 <u>85</u> , the above named <u>T. McCarthy</u> to me known to be the person ... who executed the foregoing instrument and acknowledged the same.		
<div style="display: flex; justify-content: space-between;"> <div> This instrument was drafted by the State of Wisconsin, Department of Transportation </div> <div style="text-align: center;">  Richard T. Cotter Notary Public, State of Wisconsin </div> </div>		

DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as:

That part of the southwest $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of said southwest $\frac{1}{4}$; then south $1^{\circ} 29' 42''$ east along the east line of said southwest $\frac{1}{4}$ 92.36 feet; then north $86^{\circ} 22' 39''$ west 387.56 feet; then north $89^{\circ} 03' 39''$ west along a line, which is 80.00 feet southerly of and parallel with the reference line of S.T.H. 23, 367.30 feet to the owner's westerly property line; then north $1^{\circ} 51' 08''$ east along said line 44.41 feet to the north line of said southwest $\frac{1}{4}$; then north $88^{\circ} 40' 08''$ east along said line 750.39 feet to the point of beginning.

This parcel contains 0.54 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: a 40 foot strip of land lying southerly of an adjacent to the above described parcel between points 64.30 feet and 107.30 feet easterly of the west property line of the owner, as measured along the southerly line of the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 23, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: the west 915.39 feet of the east 1903.35 feet and the east 750.39 feet of the southwest $\frac{1}{4}$ of said Section 8.

Except the right of access to S.T.H. 23, from said abutting real estate on the south side of said highway by means of one access point in the east 750.39 feet and one access point in the west 915.39 feet of the east 1903.35 feet of said southwest $\frac{1}{4}$, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

VOL 908 PAGE 200

I.D. 1442-01-21

PAGE 1 OF 2

Parcel 22

365825

M-2979
(3-62)
FCC 46d2

RIGHT-OF-WAY GRANT

In consideration of the sum of TWO HUNDRED AND FORTY AND NO/100 DOLLARS (\$ 240.00), the undersigned, for them selves, their heirs, successors and assigns, grant and convey unto the WISCONSIN TELEPHONE COMPANY, its successors and assigns, an exclusive right of way and easement to place, replace, maintain or remove an underground cable telephone line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor S in the Town of Empire, Fond du Lac County, Wisconsin, and described as: A 20 foot wide strip of land the northerly line of which is described as: Commencing at a point on the east line of the southwest quarter of Section 8, Township 15 North, Range 18 East, 113.95 feet south of the north line of said southwest quarter; thence S 89° 12' 09" W, 683.79 feet; thence N 79° 02' 52" W, 101.98 feet; thence S 89° 38' 32" W, 1119.23 feet, more or less, to a point being 100 feet east of the west line of the east half of the northwest quarter of the southwest quarter of said Section, being the point of termination.

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain or remove additional underground cable telephone lines, together with associated appliances, subsequent to the placing of the telephone line to be initially installed hereunder, it being understood, however, that such additional lines shall be located roughly parallel to, and not more than about ----- feet distant from, the first line installed hereunder.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted; the right to install a gate or to make a temporary opening in any fence on said lands at the point where such fence crosses the route of said telephone line or lines; and the right to cut down and, by continued cutting or by chemical treatment, to control the future growth of all trees and brush which may, in the judgment of the grantee, interfere with the exercise of the rights herein granted.

The rights herein granted may be assigned by the grantee in whole or in part.

The grantor S, for them selves, their heirs, successors and assigns, covenant not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said telephone line or lines and associated appliances.

The grantee, for itself, its successors and assigns, covenants that it will pay the reasonable value of any crops destroyed and other physical damage done to the property of the grantor S, their heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

Signed this 10th day of September, 1980.

WITNESS:

Raymond Arndt (SEAL)
Raymond Arndt Land Owner
Elvera Arndt (SEAL)
Elvera Arndt His Wife

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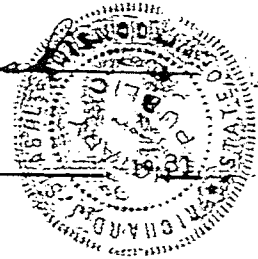
State of Wisconsin)
County of Fond du Lac) ss.

Personally appeared before me this 10th day of September
1980, Raymond Arndt and Elvera Arndt

to me known to be the person who executed the instrument on the other side hereof
and acknowledged the same.

Richard J. Smasal
Richard J. Smasal
Notary Public, State of Wisconsin

My commission expires May 17



Document Drafted By

WISCONSIN TELEPHONE COMPANY

By RICHARD J. SMASAL

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 11:00 AM

DEC 29 1980

Vol. 823 Records Page 462-463

GEORGE H. OTTERY

REGISTER OF DEEDS

John J. Del Co
823 over

VOL 823 PAGE 463

701362

Document Number

**High Voltage Electric
Transmission Line Easement**

Wis. Stat. Sec. 182.017(7)

RECEIVED FOR RECORD

00 OCT 16 AM 10:48

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

The undersigned Grantor(s) **Daniel R. Arndt, a Single Person** (hereinafter called the "Landowner(s)"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin Corporation**, the Grantee(s) herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove a line of single pole structures and wires, including associated appurtenances for the transmission of electric current and communication facilities, upon, in, over and across lands owned by the Grantor(s) in the **Town of Emprise, County of Fond du Lac, State of Wisconsin**, said easement to be **1063 feet in length and 55 feet in width, lying 40 feet South of and all that part of this Grantor's lands lying within 15 feet North of the reference line described as follows:**

See Exhibit "A" attached hereto.

The end margins of the easement strip are lengthened or shortened to terminate at the Landowner's property lines that are intersected by the above described reference line.

The number of such structures to be erected on said easement strip shall be 5; the maximum height of said structures shall be 75 feet above the ground; the minimum height of said transmission line(s) above the existing landscape shall be 23 feet; the number of said transmission line(s), complete circuit(s) to be placed on said structures shall be **one (1)** and have a maximum phase to phase voltage of 138 kilovolts. The number of electrical conductors comprising said transmission line(s) shall be **three (3)**. The number of static wires to be placed on said structures shall be **one (1)**.

Additional wires and poles are allowed and may be added for the distribution of electricity at voltages less than 100 kV.

The Grantee(s) is (are) also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary,
- 3) trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement
- 4) treat the stumps of any trees to prevent regrowth.

The Grantee(s) shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.

The Grantee(s) shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

The Landowner(s) agree(s) within the above described easement, not to:

- 1) erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary,
- 2) place or store any flammable materials,
- 3) plant trees,
- 4) place rocks or boulders more than eight inches in diameter,
- 5) place water, sewer or drainage facilities,
- 6) alter the elevation of the existing ground surface by more than six (6) inches, all within said easement and all without the prior written consent of Wisconsin Power and Light Company.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit(s) **A, B, C and D** attached hereto and incorporated herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

As provided by PSC 113, the landowner(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the landowner's rights and options in the easement negotiating process. The landowner(s) hereby voluntarily waives the five day review period, or acknowledges that they have at least five days to review such materials.

Name and Return Address:

**Wisconsin Power and Light Company
Attn: Real Estate Department
P.O. Box 192
Madison, WI 53701-0192**

Parcel Identification Number(s)

**T08-15-18-08-10-001
T08-15-18-08-09-001**

The Landowner(s) hereby accept a lump sum payment in consideration of the grant of this easement.

WITNESS the signature(s) of the Grantor(s) this 5th day of OCTOBER, 2000

Signature (SEAL)

Printed Name

Signature (SEAL)

Printed Name

Daniel R. Arndt
Signature (SEAL)

Daniel R. Arndt

Printed Name

Signature (SEAL)

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF FOND DU LAC } ss

Personally came before me this 5th day of OCTOBER, 2000, the above named Daniel R. Arndt, a Single Person to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Ronald E. Conard
Signature of Notary

RONALD E. CONARD
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) JAN. 5, 2003

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss

Personally came before me this _____ day of _____, _____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (Is) _____

This instrument drafted by

Ron Conard

Checked By KENNETH HELGERSON

September 1, 2000

RC:pm/Real Estate/Ease-2000/Ease-0067(EHV)/1-2/000905c

Line Title: Ledgeview Tap
Work Order No.: 5908-11-488401
Tract No. 5 of 10

EXHIBIT "A"

Commencing at the center of Section 8, Town 15 North, Range 18 East, Town of Empire, Fond du Lac County; thence South 01 degree 29 minutes 45 seconds East, 94 feet to the Point of Beginning; thence North 88 degrees 12 minutes 54 seconds West, 487 feet to the Point of Termination; thence continuing North 88 degrees 12 minutes 54 seconds West, 506 feet to a second Point of Beginning; thence South 88 degrees 22 minutes 18 seconds West, 571 feet; thence North 49 degrees 54 minutes 58 seconds West, 5 feet to the Point of Termination.

Said easement being located on part of the lands of the Grantors as described and recorded December 18, 1990, in Volume 1031 of Records, pages 857-858, as Document Number 486501 in the office of the Register of Deeds for Fond du Lac County.

All being located in part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Town 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

RC:pm
Real Estate/Ease-2000/
Ease-0067(EHV)/3/000905c

**HIGH VOLTAGE ELECTRIC LINE EASEMENT
(EXHIBIT "B")**

As a part of the ~~foregoing High Voltage~~ Electric Line Easement, Grantor(s) do hereby specifically waive certain of the following rights as designated at the bottom hereof:

- c. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
- 1) If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
 - 2) Restore to its original condition and slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 - 3) Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 - 4) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 - 5) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 - 6) Repair any drainage tile line within the easement damaged by such construction or maintenance.
 - 7) Pay for any crop damage caused by such construction or maintenance.
 - 8) Supply and install any necessary grounding of a landowner's fences, machinery or building.
- d. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.
- e. The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
- f. The landowner shall not be responsible for any injury to persons or property caused by the design construction or upkeep of the high-voltage transmission lines or towers.
- g. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- h. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

The Grantor(s) do hereby waive the rights provided in the following paragraphs of this Exhibit B:

Paragraphs h

Dated this 20th day of SEPTEMBER, 2000.

WITNESSED BY:

GRANTORS:

Daniel R. Arndt (SEAL)
Signature

Daniel R. Arndt

Signature (SEAL)

Signature (SEAL)

Signature (SEAL)

STATE OF WISCONSIN)

COUNTY OF FOND DU LAC)

Personally came before me, this 20th day of SEPTEMBER, 2000, the above-named Daniel R. Arndt, a single person to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ronald E. Conard
RONALD E. CONARD

This instrument was drafted by:

Notary Public, State of WISCONSIN

Ron Conard

My Commission (expires) (is)
JAN 5, 2003

STATE OF _____)

COUNTY OF _____)

Personally came before me, this _____ day of _____, 2000, the above-named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission (expires) (is)

RC:pm
Real Estate/Forms/
HighVoltEase-ExhA/2/000208

Real Estate/Misc-2000/0913-HighVoltEase-ExhA-04/000913a

6

CERTIFICATE OF COMPENSATION
Section 32.06(2a), Wis. Stats.

TO ALL INTERESTED PERSONS:

The Wisconsin Power and Light Company has acquired from the following named owner(s) in fee, the instrument to which this Exhibit is attached.

The following is a list of persons having an interest of record in the above property immediately prior to the conveyance to the Wisconsin Power and Light Company, the nature of the interest of such persons and the compensation paid by the Wisconsin Power and Light Company for the foregoing instrument.

Identity of Person	Nature of Interest
1. Daniel R. Arndt	Owner(s) in Fee
2. Bank One, Fond du Lac	Mortgagee
3.	Land Contract Vendor
4.	

The legal description of the property is the same as described on the instrument to which this Exhibit is attached.

The compensation paid for the acquisition was \$ 20,375^{00/100}

NOTICE OF RIGHT TO APPEAL
Section 32.06(2a), Wis. Stats.

Please take notice that any person named in this CERTIFICATE OF COMPENSATION has the right to appeal, pursuant to Section 32.06(2a), Wis. Stats., the amount of compensation paid for such acquisition. Such right of appeal must be exercised within six (6) months after the date of recording said CERTIFICATE OF COMPENSATION.

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 5 of 10

SUBORDINATION AGREEMENT

EXHIBIT D

For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and for other valuable consideration, the undersigned (whether one or more), being the owner of an interest in the real estate described in the High Voltage Easement to which this Exhibit is attached and made a part thereof, said interest arising by virtue of that certain mortgage by and between Daniel R. Arndt and BankOne, Fond du Lac, as described and recorded December 11, 1990, in Volume 1031, pages 859-861, as Document Number 486502 in the Office of the Register of Deeds for Fond du Lac County, do hereby subordinate and do hereby declare to be subordinate the said interest of the undersigned to the said easement interest of the Wisconsin Power and Light Company are more fully set forth in the said High Voltage Easement.

Dated this 5th day of October, 2000

h/k/a Bank One Wisconsin
BankOne, Fond du Lac

Dennis P. Kelliher (SEAL)

Dennis P. Kelliher, VP (SEAL)

Steven D. Michels (SEAL)

Steven D. Michels, AVP (SEAL)

STATE OF WISCONSIN)

COUNTY OF Fond du Lac)

Personally came before me this 5th day of October, 2000 .the
above named Dennis P. Kelliher and Steven D. Michels
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Jennifer Hendricks
Jennifer Hendricks
Notary Public, State of Wisconsin

My Commission Expires (EX) 11/11/2001

STATE OF _____)

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____ .the
above named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of _____

My Commission Expires (is) _____

This instrument was drafted by: Ron Conard

RC:pm/Real Estate/Misc-2000/0905-Subord blink-01/1/000905b

0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT	RECORDING FEE <u>17-</u> NO. OF PAGES <u>4</u> RECORDED ON:
This Partial Easement Assignment ("Assignment") is made by and between Wisconsin Power and Light Company, a Wisconsin corporation ("Assignor"), and American Transmission Company, LLC, a Wisconsin limited liability company ("Assignee").	Document Title	2002 JAN 28 PM 1 08 SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY, WI Recording Area Name and Return Address: American Transmission Company LLC Attn. Real Estate Dept. 2489 Kinden Road Cottage Grove, WI 53527-9598

Assignor hereby assigns to Assignee such of Assignor's rights, title and interest in and to the various easements identified on the attached and incorporated Exhibit A ("Easements") as pertain to "electrical transmission" for purposes of placing, maintaining, modifying, operating, replacing and repairing electrical transmission facilities located within the lands described in the Easements. For purposes of this Assignment, "electrical transmission" is defined as electrical facilities equal to 69 kV or greater or as otherwise determined by order of the Public Service Commission of Wisconsin. Included within the Assignment above made, if and to the extent contained in the Easements, is the right to enter onto the lands described in the Easements for purposes of trimming of trees and other vegetation and/or removal of other obstacles within the lands as may interfere with Assignee's electrical transmission facilities, as may be expressed or implied in the Easements,

All other rights under the Easements not assigned hereunder are reserved to Assignor.

This Assignment, and the rights, obligations and interest assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon Assignor and Assignee and each of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin and shall be binding upon and inure to the benefit of Assignor and Assignee and all of their respective successors and assigns.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 11th day of January, 2002.

ASSIGNOR:

Wisconsin Power and Light Company,
a Wisconsin corporation

By: *Pamela J. Wegner*

Name: Pamela J. Wegner

Title: Senior Vice President
Executive

Attest: *Edward M. Eleason*

Name: Edward M. Eleason

Title: Corporate Secretary

ASSIGNEE:

AMERICAN TRANSMISSION COMPANY, LLC,
a Wisconsin limited liability company

By: ATC Management Inc., its Manager

By: *Thomas M. Finco*

Name: Thomas M. Finco

Title: Manager - Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

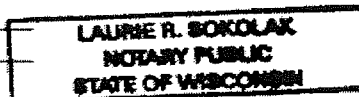
Personally came before me this 11th day of January, 2002, the above-named Pamela A. Wegner, as Executive Vice President and Edward M. Gleason, as Corporate Secretary of Wisconsin Power and Light Company, a Wisconsin corporation, to me known to be the Officers who executed the foregoing instrument in such capacity and acknowledged the same.

By: *Laurie R. Sokolak*

Name: Laurie R. Sokolak

Notary Public, Wisconsin

My Commission expires: June 19, 2005

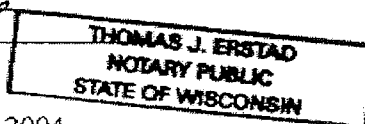


{ ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE }

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

Personally came before me this 7th day of January, 2002, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

By: Thomas J. Erstad
Name: Thomas J. Erstad
Notary Public, Wisconsin
My Commission expires: September 12th, 2004



This instrument drafted by: Thomas J. Erstad, American Transmission Company LLC

EXHIBIT "A"

Fond du Lac	City of Fond du Lac	E 1/2 of the NE 1/4	12	15N	17E	703695
Fond du Lac	City of Fond du Lac	S 1/2 of the NW 1/4 and the S 1/2 of the NE 1/4	7	15N	18E	712986
Fond du Lac	City of Fond du Lac	SW 1/4 of the NW 1/4	8	15N	18E	712986
Fond du Lac	City of Fond du Lac	SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4	7	15N	18E	701721
Fond du Lac	City of Fond du Lac	SE 1/4 of the NE 1/4	7	15N	18E	701047
Fond du Lac	Town of Empire	NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4	8	15N	18E	701362
Fond du Lac	Town of Empire	NE 1/4 of the SW 1/4	8	15N	18E	714021
Fond du Lac	Town of Empire	NE 1/4 of the SW 1/4	8	15N	18E	703696
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4	8	15N	18E	710007
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4	8	15N	18E	704679
Fond du Lac	Town of Empire	NE 1/4 of the SE 1/4	8	15N	18E	706704