

60 4.16
LETTER REPORT OF TITLE

Par 209
File Number: F511938L



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 4:56 pm
Last Revised on:4/28/10 4:56 pm
Printed on:4/28/10 4:56 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:Nadine L. Arndt

Property address:W4348 State Road 23, Fond du Lac, WI 54937

Land value: \$50,400.00

Improvement value: \$109,300.00

Total value: \$159,700.00

Fair market value: \$159,200.00

Legal description: See "Exhibit A" attached

Tax Key No: T08-15-18-09-003-00

Mortgages, Judgments, Liens, Taxes



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 4:56 pm
Last Revised on:4/28/10 4:56 pm
Printed on:4/28/10 4:56 pm

1. General Taxes for the year 2010 .
2. Taxes for the Year 2009 in the amount of \$2,551.03 , and all prior years are paid.
3. Mortgage from Richard B. Arndt and Nadine L. Arndt, his wife to National Exchange Bank and Trust in the amount of \$50,255.00 dated March 23, 2001 and recorded March 26, 2001 as Document No. 710314 . Subordination Agreement recorded February 27, 2003 as Document No. 774801 makes the mortgage described as Document No. 774800 SUPERIOR to the mortgage described as Document No. 710314 .
4. Mortgage from Richard B. Arndt and Nadine L. Arndt, husband and wife to National Exchange Bank and Trust in the amount of \$160,000.00 dated February 18, 2003 and recorded February 27, 2003 as Document No. 774800 .
5. Mortgage from Richard B. Arndt and Nadine L. Arndt, husband and wife to National Exchange Bank and Trust in the amount of \$40,500.00 dated February 5, 2004 and recorded February 9, 2004 as Document No. 812768 . This Mortgage covers other Real Estate.
6. Mortgage from Richard B. Arndt and Nadine L. Arndt, husband and wife to National Exchange Bank and Trust in the amount of \$25,000.00 dated April 15, 2005 and recorded April 18, 2005 as Document No. 844725 . This Mortgage covers other Real Estate.
7. Mortgage from Nadine L. Arndt, a single person to National Exchange Bank and Trust in the amount of \$28,000.00 dated January 28, 2009 and recorded February 3, 2009 as Document No. 930430 . This Mortgage covers other Real Estate.
8. 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 .
9. 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 .
10. 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 .
11. Right of Way Grant and other matters contained in the instrument recorded December 29, 1980 in Volume 823, page 462 as Document No. 365825 .
12. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded November 28, 2000 as Document No. 703696 . Partial Easement Assignment recorded January 28, 2002 as Document No. 736734.
13. Easement for Ingress and Egress as described in Deed and other matters contained in the instrument recorded May 26, 1993 in Volume 1130, page 383 as Document No. 532738 .
14. 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.
15. Easements, Restrictions and other matters shown on Certified Survey Map No. 4380 recorded April 30, 1993 as Document No. 530841 .

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.

EXHIBIT A

Lot 1 of Certified Survey Map No. 4380, recorded in the Fond du Lac County Registry on April 30, 1993 in Volume 25 of Certified Survey Maps on pages 23 and 23A, as Document No. 530841, and being a part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.

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

Beginning at the Northeast corner of Lot No. 1 of Certified Survey Map No. 4380, as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps, at page 23 and running thence South 89° 03' 38" East along the South line of State Highway "23", a distance of 100.28 feet; thence South 03° 19' 52" East, 1243.21 feet; thence South 86° 40' 08" West, 795.16 feet; thence North 03° 19' 52" West, 735.16 feet; thence North 86° 40' 08" East, 525.16 feet; thence North 03° 19' 52" West, 528.25 feet; thence South 89° 03' 39" East along the South line of State Highway 23, a distance of 70.20 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86° 40' 08" West, 195.16 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86° 40' 08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03° 19' 52" West along the East line of said Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning.

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

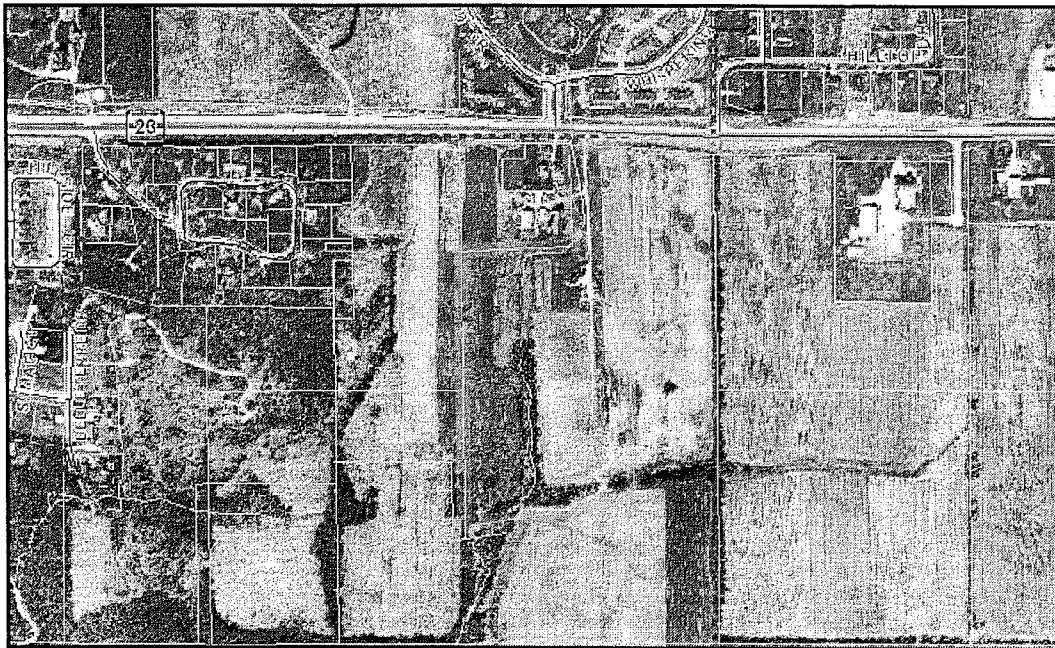
Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 00° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds Office in Volume 1428 of Records, at page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 00° 36' 13" West along the West line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records, at page 984, land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records, page 984 land, 795.16 feet to the point of beginning.

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-09-003-00

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE
Primary Owner Name: NADINE L ARNDT
Secondary Owner Name:

Location Address: W4348 STATE ROAD 23
Mailing Address: W4348 STATE ROAD 23
City, State, Zip: FOND DU LAC WI 54937

Property Description (As of Last Tax Bill Issued)

Legal Description:

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

S8 T15N R18E LOT 1 CSM #4380-25-23 LOC IN NE 1/4 SW 1/4 (V1130-383)
ALSO PARC COM AT NE COR LOT 1 CSM #4380 TH S89°03'38"E 100.28'
S03°19'52"E 1243.21' S86°40'08"W 795.16' ETC AS REC V1428-984 ALSO A
PARCEL ADJ ON S & W SIDE LOC IN E 1/2 SW 1/4 AS DESC IN

(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: 871354

Total Acres: 31.239

Page: 0

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

Assessment Information

	2009	2008
Assessed Acres	31.239	31.239
Land Value	\$50,400.00	\$29,600.00
Improvement Value	\$109,300.00	\$96,000.00
Total Value	\$159,700.00	\$125,600.00
Fair Market Value	\$159,200.00	\$151,800.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	2009	2008
Original Tax	\$2,551.03	\$2,328.22
Lottery Credit	\$70.21	\$73.60
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$2,419.28	\$2,222.73
Special Assessments	\$0.00	\$0.00
Total Taxes	\$2,419.28	\$2,222.73
Total Payments	\$2,419.28	
Balance Due	\$0.00	

13
2

Document Number

STATE BAR OF WISCONSIN FORM 3 - 1999

QUIT CLAIM DEED

DOC# 871354

Recorded

MAY 08, 2006 AT 01:35:00PM

This Deed, made between Richard B. Arndt Grantor, and Nadine L. Arndt Grantee.

Grantor quit claims to Grantee the following described real estate in **FOND DU LAC** County, State of Wisconsin (if more space is needed, please attach addendum):

See Attached Exhibit "A"

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00
Fee Exempt 77.25-(8M)

Recording Area

Name and Return Address

Nadine L. Arndt
W4348 HWY 23 E.
Fond du Lac, WI 54935

Together with all appurtenant rights, title and interests.

Dated this 3rd day of May, 2006.

T08-15-18-08-09-003-00

Parcel Identification Number (PIN)

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

*

Richard B. Arndt
*Richard B. 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
WEHNER LAW OFFICE

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

FOND DU LAC County)

Personally came before me this 3rd day of
May, 2006 the above named
Richard B. Arndt

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

Heather J. Gesel
*Notary Public
Notary Public, State of Wisconsin
My Commission is permanent, not, state expiration date: 2008

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

QUIT CLAIM DEED

STATE BAR OF WISCONSIN
FORM No. 3 - 1999

Information Professionals Co., Fond du Lac, WI
800-655-2021

532738

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2—1982

THIS SPACE RESERVED FOR RECORDING DATA

RECEIVED FOR RECORD

VOL 1130 PAGE 383

93 MAY 26 AM 10:43

Mary A. Bristle

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

RETURN TO

National Exchange Bank and Trust
Fond du Lac, Wis. 54935

Daniel R. Arndt, a single man

conveys and warrants to Richard B. Arndt and Nadine L.
Arndt, his wife, as survivorship
marital propertythe following described real estate in Fond du Lac County,
State of Wisconsin:

Tax Parcel No: _____

Lot One (1) of Certified Survey Map No. 4380
recorded in Vol. 25 of Certified Survey Maps
pages 23 and 23A, located in the Northeast
Quarter of the Southwest Quarter (NE 1/4 SW 1/4)
of Section 8 Township 15 North of Range 18
East.

TRANSFER
\$ 900
FEE

Grantor, his heirs and assigns, retains an easement for
ingress and egress only over that portion of Certified
Survey Map No. 4380 that is now used as a driveway and
is so indicated on said Certified Survey Map.

Provided, however, that any subsequent heirs or assigns
of grantor who have rights in said easement shall be
required to equally share the cost of the upkeep of the
existing road with the grantees.

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

Exception to warranties: Subject to easements and restrictions of record.

Dated this 18th day of May, 1993.

(SEAL)

Daniel R. Arndt

(SEAL)

Daniel R. Arndt

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

ROY W. THIEL, Attorney

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County.

ss.

Personally came before me this _____ day of
May, 1993, the above named
Daniel R. Arndt, a single man

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

GARY P. WISCHNEWSKI

Notary Public, Fond du Lac County, Wis.

My Commission is permanent (If not, state expiration
date: FEBRUARY 6, 1994)

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 2—1982

VOL 1130 PAGE 383

Wisconsin Legal Blank Co., Inc.
Milwaukee, Wis.

634474

661259

WARRANTY DEED

Daniel R. Arndt

RECEIVED FOR RECORD

VOL 1360 PAGE 394

98 MAR 24 AM 11:49

Mary A. Brindle
 REGISTER OF DEEDS
 FOND DU LAC COUNTY, WI

conveys and warrants to

Richard B. Arndt and Nadine L. Arndt,
 husband and wife as survivorship marital
 property
 the following described real estate in
 Fond du Lac County, State of Wisconsin:

Tax Key No. T08-15-18-08-09-001-00

Return to: National Exchange Bank
 130 S. Main St., Fond du Lac, WI

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

Beginning at the Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps on Page 23 and running thence South 89°-03'-38" East along the South line of S.T.H. 23, a distance of 100.28 feet; thence South 03°-19'-52" East, 1243.21 feet; thence South 86°-40'-08" West, 795.16 feet; thence North 03°-19'-52" East, 735.16 feet; WEST thence North 86°-40'-08" East, 525.16 feet; thence North 03°-19'-52" East, 525.25 feet; thence South 89°-03'-39" East along the South line of S.T.H. 23, a distance of 70.20 feet; thence South 03°-19'-52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86°-40'-08" West, 195.16 feet; thence South 03°-19'-52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86°-40'-08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03°-19'-52" (East) along the East line of said WEST Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning, and being subject to easements of record.

This is not homestead property.

THIS DEED IS BEING RE-RECORDED
 TO CORRECT THE LEGAL.

TRANSFER
 \$ 80.00
 FEE

Exceptions to Warranties: Municipal and zoning ordinances, recorded easements, recorded restrictions and covenants, air rights, and general taxes levied for the year of closing.

Dated this 12 day of March 1998.

FEE

77.25(3)

RECEIVED FOR RECORD

RE-RECORDED

VOL 1428 PAGE 984

EXEMPT

99 JAN 29 PM 2:10

AUTHENTICATION

Signature(s) *Mary A. Brindle*
 REGISTER OF DEEDS
 authenticated this FOND DU LAC COUNTY, WI
 19__.

Daniel R. Arndt (SEAL)
 * Daniel R. Arndt

ACKNOWLEDGMENT

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

Personally came before me
 this 17th day of March
 1998 the above
Daniel R. Arndt
 known to me to be the person(s)
 who executed the foregoing
 instrument and acknowledged the
 same.

TITLE: MEMBER STATE BAR OF WIS.

This Instrument was Drafted by:
 Wehner Law Office
 Atty. Richard H. Wehner

Susan M. Wollersheim
 * Susan M. Wollersheim
 Notary Public, Fond du Lac County,
 State of Wisconsin
 My Commission: Expires 12/19/99

VOL 1360 PAGE 394

My...

STATE BAR OF WISCONSIN FORM 1 - 2000
WARRANTY DEED

Document Number

DOC# 771943

Recorded
FEB. 03, 2003 AT 03:27PM

This Deed, made between Daniel R. Arndt, a single person, Grantor, and Richard B. Arndt and Nadine L. Arndt, husband and wife, as survivorship marital property, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Fond du Lac County, State of Wisconsin (the "Property"):

Sally Barbeau

SALLY BARBEAU
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00
Transfer fee: \$131.78

Recording Area

Name and Return Address
ATTY. CHARLES W. AVERBECK
P.O. BOX 1577
FOND DU LAC, WI 54936-1577

Part of: T08-15-18-08-09-001 & T08-15-18-08-12-001
Parcel Identification Number (PIN)

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

See attached description.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and zoning ordinances, recorded easements for the distribution of utility and municipal services, general taxes levied in the year of closing.

Dated this 31st day of January, 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
ATTY. CHARLES W. AVERBECK
AVERBECK & HAMMER, S.C.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Fond du Lac County)

Personally came before me this 31st day of
January, 2003 the above named
Daniel R. Arndt

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

• *DAVID R. MOODY*
Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:
FEBRUARY 6, 2006 .)

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

STATE BAR OF WISCONSIN
FORM No. 1 - 2000

INFO-PRO (800)655-2021 www.infoforms.com

WARRANTY DEED

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 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:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

Tax Key Nos. Part of T08-15-18-08-09-001
Part of T08-15-18-08-12-001

DOCUMENT NO.

0710314

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

RICHARD B ARNDT AND NADINE L ARNDT, HIS WIFE

(Mortgagor,

whether one or more) mortgages, conveys and warrants to NATIONAL EXCHANGE
BANK AND TRUST, 130 SOUTH MAIN STREET, FOND DU LAC, WI
54935-0988 (Lender")

in consideration of the sum of FIFTY THOUSAND TWO HUNDRED FIFTY-FIVE AND NO/100
Dollars

(\$ 50,255.00), loaned or to be loaned to RICHARD B ARNDT and
NADINE L ARNDT

(Borrower," whether one or more),
evidenced by Borrower's note(s) or agreement dated MARCH 23, 2001

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 the homestead of Mortgagor.)

T08-15-16-06-08-003
Parcel Identifier No.

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 4380 RECORDED IN VOLUME 25 OF
CERTIFIED SURVEY MAPS ON PAGES 21 AND 23A LOCATED IN THE NORTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 15 NORTH, RANGE 18 EAST, TOWN OF
EMPIRE, FOND DU LAC COUNTY, WISCONSIN.

- ☐ 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 EXCEPTING FOR PRIOR LIENS

3. Escrow. Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

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 GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE
ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed MARCH 23, 2001

(SEAL)
(Type of Organization)

By: (SEAL) Richard B Arndt (SEAL)
By: (SEAL) Nadine L Arndt (SEAL)
By: (SEAL)
By: (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of
authenticated this day of

STATE OF WISCONSIN
County of FOND DU LAC } ss.
This instrument was acknowledged before me on MARCH 23, 2001
by RICHARD B ARNDT and NADINE L ARNDT
(Name(s) of person(s))
as n/a
(Type of authority, e.g., officer, trustee, etc., if any)
of n/a
(Name of party on behalf of whom instrument was executed, if any)
JEFF R HAYES
Notary Public, Wisconsin
My Commission (Expires) (Is) OCTOBER 27, 2002

Title: Member State Bar of Wisconsin or
authorized under §706.06, Wis. Stats.
This instrument was drafted by
JEFF R HAYES, ASST VICE PRES

*Type or print name signed above.

DOCUMENT NO.

DOC# 774801

Recorded
FEB. 27, 2003 AT 11:35AM

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to RICHARD B. ARNDT AND NADINE L. ARNDT, HUSBAND AND WIFE

whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to NATIONAL EXCHANGE BANK AND TRUST ("Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 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, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated MARCH 23, 2001, and recorded in the office of the Register of Deeds of FOND DU LAC County, Wisconsin, on MARCH 26, 2001, as Document No. 0710314.

in (VOLUME, PAGE, ETC.)

("Mortgagee's Mortgage").

1. Description of Property. The legal description of the Property is as follows:

Recording Area

Name and Return Address

NATIONAL EXCHANGE BANK AND TRUST
130 SOUTH MAIN STREET
FOND DU LAC, WI 54935

PART OF T08-15-18-08-09-001
PART OF T08-15-18-08-12-001
T08-15-18-08-09-003

Parcel Identifier No.

☒ If checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage"):

☒ (a) The following note(s):

Note #1 dated FEBRUARY 18, 2003, in the sum of \$ 160,000.00, plus interest,
from RICHARD B. ARNDT AND NADINE L. ARNDT, HUSBAND AND WIFE (Name of Maker) to Lender;
Note #2 dated _____, in the sum of \$ 0.00, plus interest,
from _____ (Name of Maker) to Lender;

and any renewals, extensions or modifications thereof, but not increases in principal amount.

☐ (b) The sum of n/a, plus interest.

☐ (c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed FEBRUARY 18, 2003
(Date)

NATIONAL EXCHANGE BANK & TRUST (SEAL)

By: Gary P. Wischnewski (SEAL)
GARY P. WISCHNEWSKI, VICE PRESIDENT

By: Robert N. Berryman (SEAL)
ROBERT N. BERRYMAN, VICE PRESIDENT

By: _____ (SEAL)

By: _____ (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of _____

authenticated this _____ day of _____

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

This instrument was drafted by
NEBAT BY GARY WISCHNEWSKI /RS

*Type or print name
typed above.

STATE OF WISCONSIN

County of FOND DU LAC ss.

This instrument was acknowledged before me on FEBRUARY 18, 2003

by GARY P. WISCHNEWSKI and ROBERT N. BERRYMAN
(Names of persons)

as VICE PRESIDENT and VICE PRESIDENT
(Type of authority, e.g., officer, trustee, etc., if any)

of NATIONAL EXCHANGE BANK & TRUST
(Name of party on whose behalf instrument was executed, if any)

* ROBIN SCHMITZ

Notary Public, Wisconsin

My Commission (Expires)(Is) 04/23/06

ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. **Protective Advances.** If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. **Modification of Lender's Mortgage.** The Mortgagee agrees that, subject to the provisions of paragraph 2, the Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. **Successors and Assigns.** This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

Exhibit "A"

PARCEL A

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 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:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

Tax Key Nos. Part of T08-15-18-08-09-001
Part of T08-15-18-08-12-001

Exhibit "A" Continued

PARCEL B

Lot One (1) of Certified Survey Map No. 4380, recorded in the Fond du Lac County Registry in Volume 25 of Certified Survey Maps on pages 23 and 23A, as Document No. 530841, and being a part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

AND

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 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 Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps on page 23 and running thence South 89° 03' 38" East along the South line of STH "23", a distance of 100.28 feet; thence South 03° 19' 52" East, 1243.21 feet; thence South 86° 40' 08" West, 795.16 feet; thence North 03° 19' 52" West, 735.16 feet; thence North 86° 40' 08" East, 525.16 feet; thence North 03° 19' 52" West 528.25 feet; thence South 89° 03' 39" East along the South line of STH 23, a distance of 70.20 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86° 40' 08" West, 195.16 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86° 40' 08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03° 19' 52" West along the East line of said Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning.

Tax Key No. T08-15-18-08-09-003

After Recording Return To:
 NATIONAL EXCHANGE BANK AND TRUST
 130 SOUTH MAIN STREET
 FOND DU LAC, WI 54935

DOC# 774800

Recorded
 FEB. 27, 2003 AT 11:35AM

Parcel Identifier Number:

PART OF T08-15-18-08-09-001
 PART OF T08-15-18-08-12-001
 T08-15-18-08-09-003

Sally Barber

SALLY BARBER
 REGISTER OF DEEDS
 FOND DU LAC COUNTY
 Fee Amount: \$45.00

MORTGAGE

[Space Above This Line For Recording Data]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 18, 2003, together with all Riders to this document.

(B) "Borrower" is RICHARD B. ARNDT and NADINE L. ARNDT, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NATIONAL EXCHANGE BANK AND TRUST. Lender is a NATIONAL BANK organized and existing under the laws of UNITED STATES OF AMERICA. Lender's address is 130 SOUTH MAIN STREET, FOND DU LAC, WI 54935.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated FEBRUARY 18, 2003. The Note states that Borrower owes Lender ONE HUNDRED SIXTY THOUSAND AND NO/100 Dollars (U.S. \$ 160,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2033.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

WISCONSIN--Single Family--Female Mar/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01 (page 1 of 16 pages)



Distributed by FIPCO - (800) 722-3498

REV 11/10/2000

Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Richard B. Arndt (Seal)
RICHARD B. ARNDT -Borrower
Nadine L. Arndt (Seal)
NADINE L. ARNDT -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN

FOND DU LAC

County ss:

The foregoing instrument was acknowledged before me this 18TH day of FEBRUARY, 2006

by RICHARD B. ARNDT and NADINE L. ARNDT

My Commission Expires: JANUARY 22, 2006

(Seal)

Gary P. Wischnewski
Notary Public, State of WISCONSIN
GARY P. WISCHNEWSKI

This instrument was prepared by:

GARY P. WISCHNEWSKI
NATIONAL EXCHANGE BANK AND TRUST
130 SOUTH MAIN STREET
FOND DU LAC WI 54935

Exhibit "A"

PARCEL A

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 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:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

Tax Key Nos. Part of T08-15-18-08-09-001
Part of T08-15-18-08-12-001

Exhibit "A" Continued

PARCEL B

Lot One (1) of Certified Survey Map No. 4380, recorded in the Fond du Lac County Registry in Volume 25 of Certified Survey Maps on pages 23 and 23A, as Document No. 530841, and being a part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

AND

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 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 Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps on page 23 and running thence South 89° 03' 38" East along the South line of STH "23", a distance of 100.28 feet; thence South 03° 19' 52" East, 1243.21 feet; thence South 86° 40' 08" West, 795.16 feet; thence North 03° 19' 52" West, 735.16 feet; thence North 86° 40' 08" East, 525.16 feet; thence North 03° 19' 52" West 528.25 feet; thence South 89° 03' 39" East along the South line of STH 23, a distance of 70.20 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86° 40' 08" West, 195.16 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86° 40' 08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03° 19' 52" West along the East line of said Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning.

Tax Key No. T08-15-18-08-09-003

W. B. A. GP428 (3/02) W11142
 Wisconsin Bankers Association 2002



DOCUMENT NO.

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

RICHARD B. ARNDT and NADINE L. ARNDT, HUSBAND AND WIFE

("Mortgagor,"

whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants to NATIONAL EXCHANGE BANK AND TRUST

130 S. MAIN STREET, FOND DU LAC, WI 54936-0988

("Lender") in consideration of the sum of

Forty Thousand Five Hundred and 00/100

Dollars

(\$ 40,500.00), loaned or to be loaned to RICHARD B. ARNDT

and NADINE L. ARNDT

("Borrower," whether one or more),

evidenced by Borrower's note(s) or agreement dated February 5, 2004

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.

****PARCEL 3**

1. Description of Property. (This Property is ** the homestead of Mortgagor.)

See Real Estate Description on Attachment

☒ 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 **EXCEPTING FOR PRIOR LIENS AS TO PARCEL 2 & 3.**

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

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 GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
 (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
 (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
 (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed February 5, 2004

(SEAL)

(Type of Organization)

By: (SEAL)

Richard B. Arndt

RICHARD B. ARNDT

By: (SEAL)

Nadine L. Arndt

NADINE L. ARNDT

By: (SEAL)

By: (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Fond Du Lac

ss.

This instrument was acknowledged before me on February 5, 2004

by RICHARD B. ARNDT and NADINE L. ARNDT

DOC# 812768

Recorded

FEB. 09, 2004 AT 02:09PM

Sally Barbeau

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

Recording Area

Name and Return Address

NATIONAL EXCHANGE BANK AND TRUST

130 S. MAIN STREET PO BOX 988

FOND DU LAC WI 54936-0988

FDL-15-17-15-24-760-00.

Parcel Identifier No

MUST BE ATTACHED TO MORTGAGE

LENDER: NATIONAL EXCHANGE BANK AND TRUST, 130 S. MAIN STREET, FOND DU LAC, WI 54936-0988
 MORTGAGORS: RICHARD B. ARNDT and NADINE L. ARNDT

PARCEL NUMBER(S): FDL-15-17-15-24-780-00, PART OF T08-15-18-08-09-001, PART OF T08-15-18-08-12-001 & T08-15-18-08-09-003

Real Estate Description Attachment

Parcel 1: Commencing at the Southwest corner of the North 10 feet of Lot Number Five (5) of Broker & Moore's Addition to the City of Fond du Lac, Fond du Lac County, Wisconsin, thence East parallel with the North line of said Lot Number Five (5), 164 feet, thence Northwesterly along the West bank of the branch of the Fond du Lac River to a point on the North line of Lot Number Six (6) of said Addition, 139 feet East of the Northwest corner of said Lot Number Six (6), thence West along the North line of said Lot Number Six (6), 139 feet to the Northwest corner of said Lot Number Six (6), being on the East line of Morris Street, thence South along the East line of Morris Street to the place of beginning, being a part of Lots Numbered Five (5) and Six (6) of Broker and Moore's Addition to the City of Fond du Lac, Fond du Lac County, Wisconsin. Above land located in Southeast 1/4 Northwest 1/4 of Section 15, in Township 15 North of Range 17 East, Fond du Lac County, Wisconsin.

PARCEL 2:

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 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:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

PARCEL 3:

Lot One (1) of Certified Survey Map No. 4380, recorded in the Fond du Lac County Registry in Volume 25 of Certified Survey Maps on pages 23 and 23A, as Document No. 530841, and being a part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

AND

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 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 Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps on page 23 and running thence South 89° 03' 38" East along the South line of STH "23", a distance of 100.28 feet; thence South 03° 19' 52" East, 1243.21 feet to the point of beginning.



DOCUMENT NO.

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

RICHARD B. ARNDT and NADINE L. ARNDT, Husband and Wife

whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants to NATIONAL EXCHANGE BANK AND TRUST
130 S. MAIN STREET, FOND DU LAC, WI 54936-0988
("Lender") in consideration of the sum of
Twenty Five Thousand and 00/100

(\$ 25,000.00), loaned or to be loaned to RICHARD B. ARNDT
and NADINE L. ARNDT

evidenced by Borrower's note(s) or agreement dated April 15, 2005

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 the homestead of Mortgagor.)

See Real Estate Description on Attachment

- ☒ 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 EXCEPTING FOR PRIOR LIENS.

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

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 GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed April 15, 2005

(SEAL)

(Type of Organization)

By: (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

Richard B Arndt (SEAL)
RICHARD B. ARNDT

Nadine L Arndt (SEAL)
NADINE L. ARNDT

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Fond Du Lac

ss.

authenticated this day of

This instrument was acknowledged before me on April 15, 2005
by RICHARD B. ARNDT and NADINE L. ARNDT

(Name(s) of person(s))

as n/a

(Type of authority: e.g., officer, trustee, etc., if any)

of n/a

(Name of party on behalf of whom instrument was executed, if any)

JEFF E. HAYES

Notary Public, Wisconsin
My Commission (Expires)

October 22, 2006

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

This instrument was drafted by
NATIONAL EXCHANGE BANK AND TRUST
RYAN K. GEBHART, LOAN OFFICER - tmv

*Type or print name signed above.

MUST BE ATTACHED TO MORTGAGE

LENDER: NATIONAL EXCHANGE BANK AND TRUST, 130 S. MAIN STREET, FOND DU LAC, WI 54936-0988
MORTGAGORS: RICHARD B. ARNDT and NADINE L. ARNDT

PARCEL NUMBER(S): T08-15-18-08-09-003-00 Part of T08-15-18-08-09-001, Part of T08-15-18-08-12-001 & FDL-15-17-15-24-760-00

Real Estate Description Attachment

Parcel 1: Lot Number One (1) of Certified Survey Map No. 4380, as recorded in Volume 25 of Certified Survey Maps, at Pages 23 and 23A, located in the Northeast 1/4 of the Southwest 1/4 of section 8, in Township 15 North of Range 18 East.

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

Beginning at the Northeast corner of Lot Number One (1) of Certified Survey Map No. 4380, as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps, at Page 23 and running thence South 89° 03' 38" East along the South line of S.T.H. "23", a distance of 100.28 feet; thence South 03° 19' 52" East, 1243.21 feet; thence South 86° 40' 08" West, 795.16 feet; thence North 03° 19' 52" West, 735.16 feet; thence North 86° 40' 08" East, 525.16 feet; thence North 03° 19' 52" West, 528.25 feet; thence South 89° 03' 39" East along the South line of S.T.H. 23, a distance of 70.20 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86° 40' 08" West, 1915.16 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86° 40' 08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03° 19' 52" West along the East line of said Certified Survey Map No. 4380, a distance of 50.69 feet to the point of beginning.

Parcel 2: That part of the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 8, in Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, and more particularly as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 00° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds Office in Volume 1428 of Records, at Page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 00° 36' 13" West along the West line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records, at Page 984, land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records, at Page 984 land, 795.16 feet to the point of beginning.

Parcel 3: Commencing at the Southwest corner of the North 10 feet of Lot Number Five (5) of Broker & Moore's Addition to the City of Fond du Lac, Fond du Lac County, Wisconsin, thence East parallel with the North line of said Lot Number Five (5), 164 feet, thence Northwesterly along the West bank of the branch of the Fond du Lac River to a point on the North line of Lot Number Six (6) of said Addition, 139 feet East of the Northwest corner of said Lot Number Six (6), thence West along the North line of said Lot Number Six (6), 139 feet to the Northwest corner of said Lot Number Six (6), being on the East line of Morris Street to the place of beginning, being a part of Lots Numbered Five (5) and Six (6) of Broker and Moore's Addition to the City of Fond du Lac, Fond du Lac County, Wisconsin.

Above land located in Southeast 1/4 Northwest 1/4 of Section 15, in Township 15 North of Range 17 East, Fond du Lac County, Wisconsin.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

NADINE L ARNDT, A SINGLE PERSON

("Mortgagor," whether one or more), whose address is
W4348 STATE RD 23E, FOND DU LAC, WI 54935-8955

mortgages, conveys, assigns, grants a security interest in and warrants to
NATIONAL EXCHANGE BANK AND TRUST

130 S. MAIN STREET, FOND DU LAC, WI 54938-0988

("Lender") in consideration of the sum of
Twenty Eight Thousand and 00/100

Dollars

(\$28,000.00), loaned or to be loaned to NADINE L ARNDT

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or
agreement(s) dated January 28, 2009

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, all existing and future
improvements and all goods that are or are to become fixtures (all called the "Property")
to secure the Obligations described in paragraph 5, including, but not limited to, repayment of
the sum stated above plus certain other debts, obligations and liabilities arising out of past,
present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL
OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED
THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A
DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☒ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to
secure all sums advanced and re-advanced to Borrower by Lender from time to time under
the revolving credit agreement between Borrower and Lender described above.

1. **Description of Property.** (This Property is the homestead of Mortgagor.)
Parcel A

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 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:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the
Southwest 1/4 of said Section 8, a distance of 2683.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a
distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence
North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du
Lac County Register of Deeds Office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing
South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of
the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the
West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said
Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

Parcel B

Lot One (1) of Certified Survey Map No. 4380, recorded in the Fond du Lac County Registry in Volume 25 of Certified Survey Maps on pages 23 and
23A, as Document No. 530841, and being a part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15
North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

AND

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 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 Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in
Volume 25 of Certified Survey Maps on page 23 and running thence South 89° 03' 38" East along the South line of STH "23", a distance of 100.28
feet; thence South 03° 19' 52" East, 1243.21 feet; thence South 88° 40' 08" West, 795.16 feet; thence North 03° 18' 52" West, 735.16 feet; thence
North 88° 40' 08" East, 525.16 feet; thence North 03° 19' 52" West 528.25 feet; thence South 89° 03' 38" East along the South line of STH 23, a
distance of 70.20 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence
South 88° 40' 08" West, 195.16 feet; thence South 03° 19' 52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16
feet; thence North 86° 40' 08" East along the South line of said Certified Survey Map No. 4380, a distance of 285.16 feet; thence North 03° 18' 52"
West along the East line of said Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning.

☐ If checked here, description continues or appears on attached sheet(s).

☐ 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 EXCEPTING FOR PRIOR LIENS.

3. **Escrow.** Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. **Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

DOC# 930430

Recorded
Feb. 03, 2009 AT 01:34PM

PA RULIN ARNDT
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00

Recording Area

Name and Return Address
NATIONAL EXCHANGE BANK AND TRUST
ATTN: LOAN SERVICES DEPARTMENT
130 S. MAIN STREET PO BOX 988
FOND DU LAC WI 54938-0988

Parcel A - Part of T08-15-18-08-09-001

Part of T08-15-18-08-12-001

Parcel B - T08-15-18-08-09-003

Parcel Identifier No.

Immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed January 28, 2009

(Date)

(SEAL)

(Type of Organization)

(State of Organization)

(Organizational I.D. Number, if any)

By: _____ (SEAL)

Nadine L. Amelt (SEAL)

416896

R1409 785

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

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

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)
DollarsThe consideration stated herein is payment in full for the property described herein and includes
and compensation for items of damage set forth in s.32.09, Wisconsin Statutes, assuming the com-
pletion of the improvements contemplated by the relocation order or orders upon which this instr-
ument 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 (is) (is not) homestead property.

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

FEE
77.25(2)
EXEMPTTHIS INSTRUMENT IS
RECORDEDTAXES PAID FROM THE
18 1985 TO 1986. PAID 77.25(2)Dated this 11th day of November, 19 85.

(SEAL)

Raymond J. Arndt (SEAL)

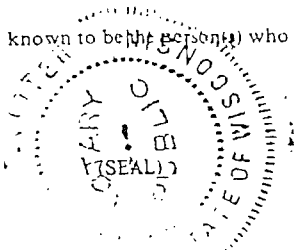
Raymond J. Arndt

(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 forgoing 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

DOCUMENT NO.

416897

THIS INDENTURE, Made by Daniel R. Arndt, a single mangrantor of Fond du Lac County, Wisconsin, hereby quit-claims
to the State of Wisconsin, Department of Transportationin the County of Wisconsin for the sum of
Good and Valuable Considerationthe following tract of land in Fond du Lac County, State of Wisconsin;

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

QUIT CLAIM DEED
STATE OF WISCONSIN—FORM 13
THIS SPACE RESERVED FOR RECORDING DATA
REGISTER'S OFFICEFond du Lac County, Wis.
Recorded at 6:47 M

NOV 13 1985

Vol. 908 Records Page 197MARY A. BRICKLE
REGISTER OF DEEDS

RETURN TO

46 Was Dwyg Thru
perFEE
77.25(2)
EXEMPTTHIS IS NOT RESIDENTIAL
RENTAL PROPERTY.IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal this 11th
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. } isPersonally came before me, this 11th day of November, A. D., 19 85
the above named Daniel R. Arndt, a single manto me known to be the person who executed the foregoing quit-claim and acknowledged the same. per 11th Nov

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

DOCUMENT NO.

416898

CERTIFICATE OF COMPENSATION
Sec. 32.05State of Wisconsin / Department of Transportation
R.A-500 11-80

This Space Reserved For Recording Data

COMPENSATION, in the amount of Seven Hundred Fifty and No/100
(\$750.00) Dollarspaid by the State of Wisconsin, Department of Transportation
on the 11th day of November, A.D. 1985, to
Raymond J. Arndt; Daniel R. Arndt; The Federal Land Bank
of St. Paul

REGISTER'S OFFICE

Fond du Lac County, Wis.
Recorded at 2:4 M

NOV 18 1985

Vol. 908 Records Page 199-MARY A. BRICKLE 200
REGISTER OF DEEDS

RETURN TO:

Wis Dept of Transp
8/2Parties having an interest of record, for the following described real estate, situated in the County of Fond du Lac
and State of Wisconsin, to-wit:

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

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.

SIGNED AND SEALED IN PRESENCE OF

T. McCarthy
T. McCarthy
District Chief of Real Estate
State of Wisconsin,
Department of Transportation

(SEAL)

State of Wisconsin,
Waukesha County. Personally came before me, this 12th day of November, A.D., 1985,
the above named T. McCarthy
to me known to be the person ... who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by the State of Wisconsin,
Department of TransportationRichard T. Cotter
Richard T. Cotter

NOTARY

Notary Public, State of

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.

I.D. 1442-01-21

PAGE 1 OF 2

VOL 908 PAGE 200

Parcel 22

365825

M-3979
(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 E 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 plac-
ing 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 E, 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 E, 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, 19 80.

WITNESS:

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

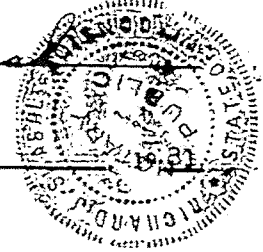
VOL 823 PAGE 462

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 persons 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 1:00 PM
DEC 29 1980
Vol. 823 Records Page 462-463
GEORGE H. OTTERY
REGISTER OF DEEDS

Refuse Tel Co
823.0000

VOL 823 PAGE 463

703696
Document Number

**High Voltage Electric
Transmission Line Easement**
Wis. Stat. Sec. 182.017(7)

RECEIVED FOR RECORDS

00 NOV 28 PM 2:59

Richard B. Arndt
REGISTERED OF DEEDS
FOND DU LAC COUNTY, WI

The undersigned Grantor(s) **Richard B. Arndt and Nadine L. Arndt, Husband and Wife** (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 Empire, County of Fond du Lac, State of Wisconsin**, said easement to be **270 feet in length and 50 feet in width, lying 40 feet South of and all that part of Grantor's lands lying within 10 feet North of the reference line described as follows:**

Record this document with the Register of Deeds

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 **one (1)**; 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)**.

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)
T08-15-18-08-09-003

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.

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 14th day of NOVEMBER, 2000.

Signature (SEAL)

Printed Name

Signature (SEAL)

Printed Name

Richard B. Arndt
Signature (SEAL)

Richard B. Arndt
Printed Name

Nadine L. Arndt
Signature (SEAL)

Nadine L. Arndt
Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF FOND DU LAC) ss

Personally came before me this 14th day of NOVEMBER, 2000, the above named Richard B. Arndt and Nadine L. Arndt, Husband and Wife 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: Ken Helgeson

September 1, 2000

RC:pm/Real Estate/Ease-2000/Ease-0069(EHV)/1-2/000905c

Line Title: Ledgeview Tap
Work Order No.: 5908-11-488401
Tract No. 7 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; thence North 88 degrees 12 minutes 54 seconds West, 487 feet to the Point of Beginning; thence continuing North 88 degrees 12 minutes 54 seconds West, 270 feet to Grantors West property line and there terminating.

Said easement being located on part of the lands of the Grantors as described and re-recorded January 29, 1999, in Volume 1428 of Records, page 984, as Document Number 661259, in the office of the Register of Deeds for Fond du Lac County, and as described and recorded May 26, 1993, in Volume 1130 of Records, Page 383, as Document Number 532738.

All being a part of Lot One (1) of Certified Survey Map 4380 as described and recorded April 30, 1993, in Volume 25 of CSM's, pages 23 and 23A, in the office of the Register of Deeds for Fond du Lac County, and in part of 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-0069(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

RC:pm
Real Estate/Forms/
HighVoltEase-ExhA/1/000208

Dated this 14th day of NOVEMBER, 2000.

WITNESSED BY:

GRANTORS:

Signature (SEAL)

Richard B. Arndt

Richard B. Arndt (SEAL)
Signature

Nadine L. Arndt

Nadine L. Arndt (SEAL)
Signature

Signature (SEAL)

STATE OF WISCONSIN)
COUNTY OF FOND DU LAC)

Personally came before me, this 14th day of NOVEMBER, 2000, the above-named Richard B. Arndt and Nadine L. Arndt, Husband and Wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ronald E. Conard

RONALD E. CONARD

This instrument was drafted by:

Ron Conard

Notary Public, State of WISCONSIN

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-05/000913a

5

EXHIBIT C**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. Richard B. Arndt and Nadine L. Arndt	Owner(s) in Fee
2. National Exchange Bank and Trust	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 \$ 6850⁰⁰/₁₀₀

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. 7 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 Richard Arndt and Nadine Arndt and National Exchange Bank & Trust as described and re-recorded March 21, 1997, in Volume 1305, pages 229 and 230, as Document Number 611574 and January 29, 1999, in Volume 1428, pages 985-987, as Document Number 661260 in the offices 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 14th day of November, 2000

National Exchange Bank & Trust

Gary P. Wischniewski (SEAL)
Jeff R. Hayes (SEAL)
 (SEAL)
 (SEAL)

STATE OF WISCONSIN)
)
 COUNTY OF FOND DU LAC)

Personally came before me this 14th day of NOVEMBER, 2000 the above named GARY P. WISCHNEWSKI AND JEFF R. HAYES to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Ronald E. Conard

Notary Public, State of WISCONSINMy Commission Expires (is) JAN. 5, 2003

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

WPL 4276-A

RC:pm/Real Estate/Misc-2000/0905-Subord_bink-03/1/000905b

0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT
	Document Title

RECORDING FEE 17-
 NO. OF PAGES 4
 RECORDED ON:

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 Rinden Road
 Cottage Grove, WI 53527-9598

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").

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 J. 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

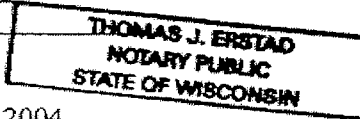
Laurie R. Sokolak
NOTARY PUBLIC
STATE OF WISCONSIN

{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

530841

CERTIFIED SURVEY MAP FOR

RICK ARNDT

LOCATED IN THE N.E. 1/4 OF THE S.W. 1/4 OF
SECTION 8, T. 15 N.-R. 18 E.
TOWN OF EMPIRE
FOND DU LAC COUNTY, WISCONSIN

STATE OF WISCONSIN)
FOND DU LAC COUNTY) SS

Approved in accordance with Sec. 236.12 Wisconsin

Statutes this 29th day of APRIL, 1993.

FOND DU LAC COUNTY PLANNING AGENCY

by Samuel F. Tobin
Director of Planning

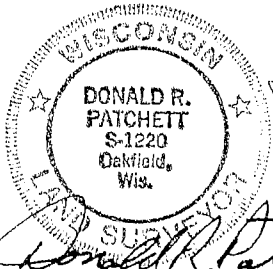
FOND DU LAC COUNTY)
STATE OF WISCONSIN) SS

Dedication approved; lots approved in accordance with town
subdivision ordinance.

Dated April 20 1993 Town of Empire

By Samuel F. Tobin
Chairman

ATTEST: W. S. Clark
Clerk

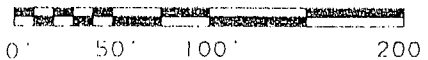


Donald R. Patchett
APR. 8, 1993 REVISED APRIL 30, 1993

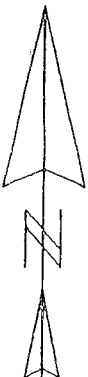
++LEGEND++

- 1" x 24" IRON PIPE SET
WEIGHING 1.13 LBS/LIN. FT.
- ⊕ BERNTSEN MONUMENT FOUND IN PLACE
- ▲ NAIL & TAB FOUND IN PLACE
- SOIL BORINGS

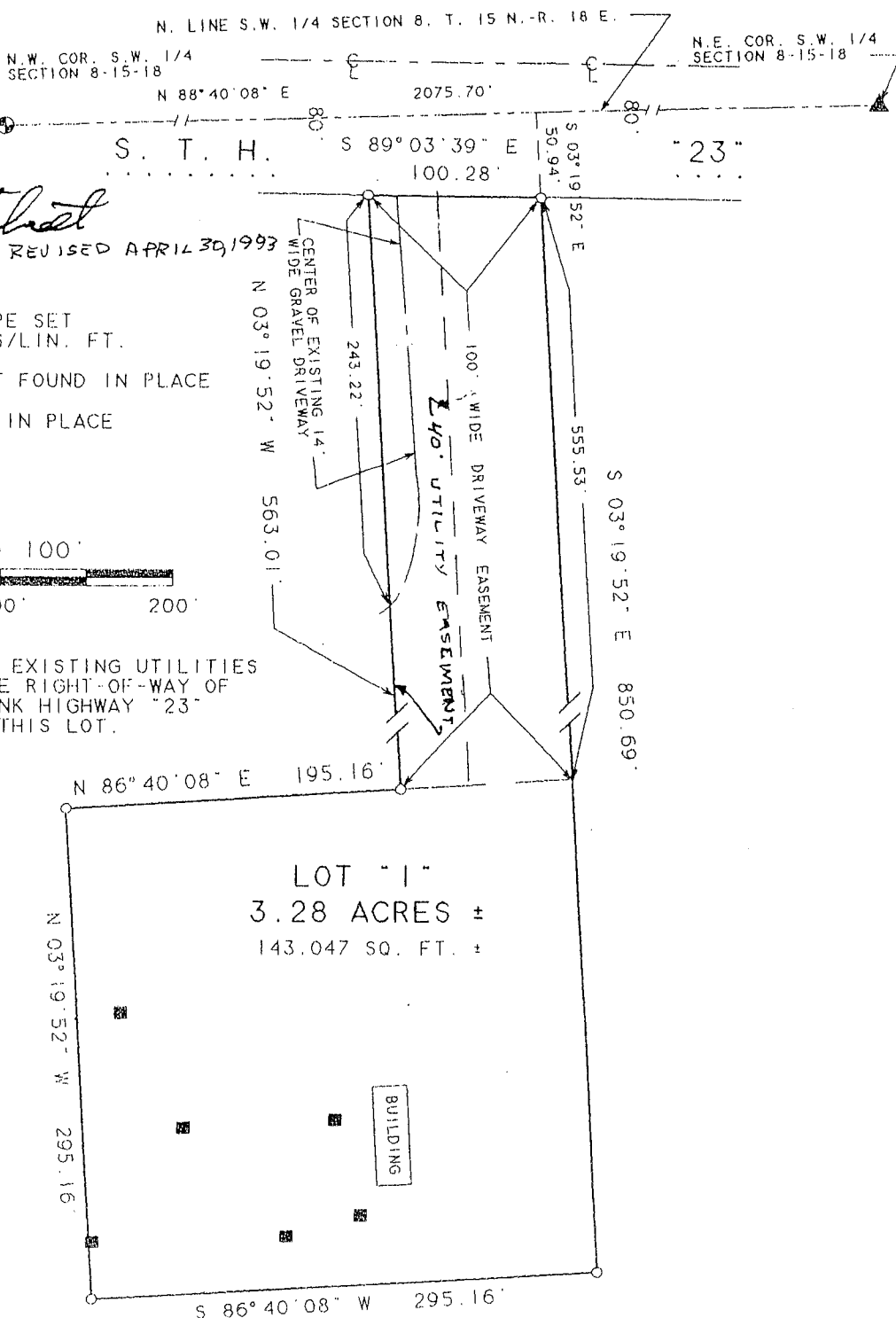
SCALE: 1" = 100'



NOTE: THERE ARE EXISTING UTILITIES
WITHIN THE RIGHT-OF-WAY OF
STATE TRUNK HIGHWAY "23"
TO SERVE THIS LOT.



NORTH POINT REFERENCED TO THE
NORTH LINE OF THE SOUTHWEST 1/4
OF SECTION 8, T. 15 N.-R. 18 E.
ASSUMED AS N 88° 40' 08" E



CERTIFIED SURVEY MAP # 4380

VOLUME 25

PAGE 23

SHEET 1 OF 2 SHEETS

SURVEYOR'S CERTIFICATE

I, Donald R. Patchett, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

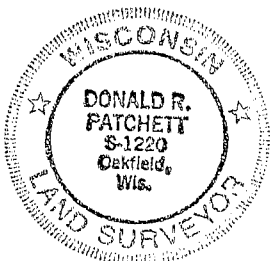
That I have made such Certified Survey by the direction of Rick Arndt, bounded and described as follows:

A part of the Northeast 1/4 of the Southwest 1/4 of Section 8, T. 15 N.-R. 18 E., Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 88°-40'-08" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2075.70 feet; thence South 03°-19'-52" East, 50.94 feet to a point on the Southerly right-of-way of State Trunk Highway "23" and to the point of beginning; thence continuing South 03°-19'-52" East, 850.69 feet; thence South 86°-40'-08" West, 295.16 feet; thence North 03°-19'-52" West, 295.16 feet; thence North 86°-40'-08" East, 195.16 feet; thence North 03°-19'-52" West, 563.01 feet; thence South 89°-03'-39" East along the Southerly right-of-way of State Trunk Highway "23", a distance of 100.28 feet to the point of beginning and containing 3.28 Acres (143,047 Square Feet) of land more or less and being subject to easements of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Fond du Lac in surveying, dividing and mapping the same.



Donald R. Patchett

Donald R. Patchett, R.L.S. No. S-1220

ACCRO SURVEYORS, S.C.

Route 1, Oakfield, Wisconsin 53065

Fieldnotes Volume 136 Page 36

Project No. 3138 A

Dated this 8th day of April, 1993

R.E. Patchett, R.L.S.

PLAN COMMISSION CERTIFICATE

STATE OF WISCONSIN)
FOND DU LAC COUNTY)SS

Approved this 19th day of APRIL, 1993.

CITY OF FOND DU LAC PLAN COMMISSION

William Roemer
William Roemer, Chairman

ATTEST:

Thomas Lehman
Thomas Lehman,
Recording Secretary

RECORDED
VOLUME 25 CERTIFIED SURVEY MAPS
PGS. 23 & 23A.

APR 30 10 35 AM '93

OFFICE OF THE
REGISTERED LAND SURVEYOR
FOND DU LAC COUNTY, WIS.

CERTIFIED SURVEY MAP # 4380

VOLUME 25

PAGE 23A.

SHEET 2 OF 2 SHEETS