

LETTER REPORT OF TITLE

Knight-Barry TITLE GROUP

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

419

File Number: F511990L

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Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com) Completed on:4/29/10 5:04 pm Last Revised on:4/29/10 5:04 pm Printed on:4/29/10 5:04 pm

Applicant Information

Sales Representative:Craig Haskins

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

Property Information

Owner(s) of record: Great Northern Investments, a partnership

Property address:W4226 State Trunk Highway 23, Fond du Lac, WI 54937

Land value: \$42,600.00

Improvement value: \$209,200.00

Fair market value: \$251,000.00

Total value: \$251,800.00

Legal description: Lot 1 of Certified Survey Map No. 2560, recorded in the Fond du Lac County Registry on September 22, 1980 in Volume 13 of Certified Survey Maps on pages 132 and 132A, as Document No. 362915, and being a part of the lands located in the Northwest 1/4 Southeast 1/4 of Section 8, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.

Tax Key No: T08-15-18-08-14-002-00

Mortgages, Judgments, Liens, Taxes

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1. General Taxes for the year 2010.

- 2. Taxes for the year 2009 in the amount of \$3,960.69 are being paid on a payment plan. The balance due is \$1,980.34 . All installments that are due have been paid and there are no delinquent balances.
- 3. Mortgage from Great Northern Land & Cattle Company, Inc. to U.S. Bank N.A. in the amount of \$55,000.00 dated November 12, 2009 and recorded December 1, 2009 as Document No. 950749.
- 4. Reservation and Dedication for Highway as shown on Certified Survey Map No. 2560 recorded September 22, 1980 in Volume 13, page 132 as Document No. 362915.
- 5. Conveyance of Lands for Highway Purposes and other matters contained in the instrument recorded November 18, 1971 in Volume 655, page 429 as Document No. 262339.
- 6. Right of Way Grant and other matters contained in the instrument recorded December 24, 1980 in Volume 823, page 401 as Document No. 365782.
- 7. Acceptance of right of Way Reservation and other matters contained in the instrument recorded June 12, 1985 in Volume 898, page 809 as Document No. 411424.
- 8. Easements and Rights of Access as contained in Warranty Deed and other matters contained in the instrument recorded February 19, 1988 in Volume 966, page 478 as Document No. 449264.
- 9. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded December 18, 2000 as Document No. 704679.
- 10. Conveyance of Lands for Highway Purposes and other matters contained in the instrument recorded May 18, 1933 in Volume 242, page 309 as Document No. 179411.
- 11. Partial Easement Assignment and other matters contained in the instrument recorded January 28, 2002 as Document No. 736734.
- 12. 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.
- 13. Easements, Restrictions and other matters shown on Certified Survey Map No. 2560 recorded September 22, 1980 as Document No. 362915.

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 4/26/10 at 8:00 am, the effective date of this report, except those matters shown above

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

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-14-002-00

Page 1 of 2

Location Information



Balance Due \$1,980.34

Special Assessments

Total Taxes

Total Payments

Fond du Lac County Detailed Property Report

\$251,000.00

1.0032

\$239,200.00

0.8272

Fair Market Value

Fair Market Ratio

\$0.00

\$3,636.53

\$0.00

\$3,960.69

\$1,980.35

DOCUMENT NO.	36604	8	STATE BAR OF WISCONSIN-FORM I WARAANTY DEED THIS SPACE RESERVED FOR RECORDING DATA
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right,		mer own	Recorded at M JAN - 7 1981
and <u>Great Northe</u> RICHARD J. FREUND, I BACHMANN, partners.	n Investments, a p ONALD F. COOPER and DA	Grantor artnership, /ID_H, Grantee,	Valsel Records Page less GEORGE H. OTTERY. REGISTER OF DEEDS
one dollar and of	said Grantor, for a valuable co <u>ther valuable consid</u> ying described real estate in <u>1</u>	<u>leration</u>	netunn to 1-2-81 87477- 222 act Pederal Land Bark Ason, Box 387 Fond du Lac, Visc. 54935
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FREUND and DAVII			•	a a <i>11:45.44</i> 3 2 2 1982
CLAIMS IO	INVESTMENTS, a parti	nership		Records Page 229
consisting of D(DNALD F. COOPER, RIC	CHARD J.		GE H. OTTERY
<u>FREUND, DAVID_H</u> BOVRE	BACHMANN_and_GREG		REGIS	TER OF DEEDS
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DOCUMENT NO.	. 37882	3	STATE BAR OF WISCONSIN-FORM 3 QUIT CLAIM DEED THIS SPACE RESERVED FOR RECORDING DATA
······			REGISTER'S OFFICE
DONALD F. COO	PER		Fond du Lac County, Wis. Rocorded at M
ult-claims to	· · · · · · · · · · · · · · · · · · ·		JUN - 8 1982
RICK A. BOVRE			GEORGE H. OTTERY, Y REGISTER OF DEEDS
he following described real estate State of Wisconsin:			Atty. A. D. Edgarton P. O. Box 1003 Fond du Lac, Wisconsin 54935
No. 2560, red Certified Sur County on pag in the N.W. J Section 8, T.	of Certified Sur- corded in Volume rvey Maps of Fon- ces 132 and 132A /4 of the S.E. 15 NR. 18 E, du Lac County,	13 of d du Lac , located 1/4 of , Town of	Tax Key No.
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		•	•
Investments h Cooper to Pau	la A. Bovre and	Rick A. Bovr	
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	REGISTER'S OFFICE
Richard J. Freund and	Fond du Las County, When Recorded at
David H. Bachmann, Grantors.	1
quit-claims to	JAN 24 1983
Darrell Pidgeon, Grantey	You Grant Frank
	MADY A HUR WID
	الم مواقع المراجع ال
âtere di Winconsin:	Arty. A. D. Edgarton
Lot One (1) of Certified Survey Map	P. O. Box 1003
No. 2560, recorded in Volume 13 of	Fond du Lac, Wisconsin
Certified Survey Maps of Fond du Lac County on pages 132 and 132A, longted	Tax Key No
in the N.W. $1/4$ of the S.E. $1/4$ of	
Section 8, T. 15 NR. 18 E., Town of Empire. Fond du Lac County,	
of Empire. Fond du Lac County, Hisconsir	1
	· - •
	9
The purpose of this Quit Claim Deed is to in	dicate on the record
ther a 257 pertnership interest in and to Gr	eat Northern Investments
has been transferred and assigned from Grant	
warment from Mesonain Real Fetate Transfer Fi	
EXEMPT from Wisconsin Real Estate Transfer F e	FEE
EXEMPT from Wisconsin Real Estate Transfer F or pursuant to Section 77.25(3).	* FEE <u># 77. 25(3</u>)
EXEMPT from Wisconsin Real Estate Transfer F or pursuant to Section 77.25(3).	** FEE # <u>77. 25(3</u>) EXEMPT
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	ntor		Jun 13 8 08 AH '90	
quit-claims to	1 A. Worden, Grantee		Mary a. Prioble REGISTER : CATOS FOND DULL :	
the following described real	estate inFondduLas			
State of Wisconsin:			A. D. Edgarton P. O. Box 1276 Fond du Lac, WI 54936	4° -1276 :=
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Pattering to	RICHARD J. FREUND			
MORDEN and CTATHIA L. MORDEN Image: State of Wisconsin: the following described real state in				Mary C. Pristle
the following described real state in			DARRELL A.	RECISTER OF DEEDS in FOND DUCK STATE STATE
the following described real setate inFORd_du_Lac				
Atty. A. D. Zégarton [P] P. O. Box 1276 Fond du Lac. WI 54936-1276 Tax Parcel No: Lot One (1) of Certified Survey Maps of Fond du Lac County on pages 132 and 132A, located in the N.W. 1/4 of the S.E. 1/4 of Section 8, T. 15 N., R. 18 E., Town of Empire, Fond du Lac County, Misconsin, except for lands conveyed to Wisconsin Department of Transportation in document recorded in Volume 898 Records, page 809. The purpose of this Quit Claim Deed is to indicate on the record that a 12.52 partmership interest in and to Great Northern Investments has been transferred and assigned from Grantor to Grantees herein named. EXEMPT from Wisconsin Real Estate Transfer Pee pursuant to Section 77.25(3). FEE # <u>77.25(3)</u> EXEMPT This -15 DOC- (a) (is not) (SEAL)			******	
Lot One (1) of Certified Survey Map No. 2560, recorded in Volume 13 of Certified Survey Maps of Fond du Lac County on pages 132 and 132A, located in the N.W. 1/4 of the S.E. 1/4 of Section 8, T. 15 N., R. 18 E., Town of Empire, Fond du Lac County, Wisconsin, except for Lands conveyed to Wisconsin Department of Transportation in document recorded in Volume 898 Records, page 809. The purpose of this Quit Claim Deed is to indicate on the record that a 12.52 partnership interest in and to Great Northern Investments has been transferred and assigned from Grantor to Grantees herein named. EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3). FEE # 27.2.25(3) EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3). FEE # 27.2.25(3) EXEMPT This -15 BOE (a) (as not) Ormestead property. (b) (as and) (b) SEAL) • (SEAL) • (SEAL) • State OF WISCONSIN #uthenticated this asy of •	State of Wisconsin:			Atty. A. D. Edgarton
Lot One (1) of Certified Survey Map No. 2560, recorded in Volume 13 of Certified Survey Maps of Fond du Lac County on pages 132 and 132A, located in the No. 1/4 of the S.E. 1/4 of Section 6, T. 15 N. R. 18 E., Town of Empire, Fond du Lac County, Wisconsin, except for lands conveyed to Visconsin Department of Transportation in document recorded in Volume 898 Records, page 809. The purpose of this Quit Claim Deed is to indicate on the record that a 12.52 partnership Interest In and to Creat Northern Investments has been transferred and assigned from Grantor to Grantees herein named. EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3). FEE # <u>72.25(3)</u> EXEMPT This <u>-19 not-</u> (ia) (is not) Occ 10B.cct, 19.2. Michard J., Fraund (SEAL) MUTHENTICATION Signature(s) Elichard J., Fraund Muthenticated this day of 10 A. D. Edigation Title: MEMBER STATE BAR OF WISCONSIN (If on withorized by § 700.06, Win, State.) This INSTRUMENT WAS DEAFTED BY				
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(Signatures may be authenticated or acknowledged. Both My Commission is permanent. (If 'noi, state expiration date:	 (is) (is not) Dated this Dated this All the second second	CATION (SEAL) CATION FRRUNS , 19 R OF WISCONSIN Via. State.)	• • • • • • • • • • • • • • • • • • •	EXEMPT

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DAVID H. BACHMAN	*N		Nov 4 2 59 PH '92
			Mary C. Prickles
WORDEN and CYNT	BOVRE, PAULA A. BOVRE, HIA L. WORDEN		REGISTER & DEEDS FOND IN THE TOTAL Y. WI
the following described real	estate in Fond du Lac	County,	
State of Wisconsin:			Atty. A. D. Edgarton P. O. Box 1276 Fond du Lac, WI 54936-1
			Fax Parcel No:
of Certified Su located in the R. 18 E., Town lands conveyed	Certified Survey Map No rvey Maps of Fond du La N.W. 1/4 of the S.E. 1/ of Empire, Fond du Lac to Wisconsin Department ume 898 Records, page 8	ac County on pages (4 of Section 8, 1 County, Wisconsin : of Transportation	132 and 132A, 1. 15 N., 1. except for
a 12.5% partner	this Quit Claim Deed is ship interest in and to d and assigned from Gra	Great Northern	Investments has
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			FEE
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588384	VOL 1253 PAGE 940
Darrell W. Pidgeon, Inc.	93 FEB 29 AH 8: 16
A	Mary & Orichle
uit-claims to .Todd.N. Wendorf, Niles.C. Wendo and Elmo.F. Wendorf, Jr., as tenants in co	
	508-0.1 11 0 1 191/WTY, WI
e following described real estate inFond.du.Lac	*****
tate of Wisconsin:	Atty. A. D. Edgarton JU P. O. Box 1276 Fond du Lac, WI 54936-1276
ot One (1) of Certified Survey Map No. 25 of Certified Survey Maps on Fond du Lac Co ocated in the N.W. 1/4 of the S.E. 1/4 of t. 18 E., Town of Empire, Fond du Lac Coun	ounty on pages 132 and 132A, E Section 8, T. 15 N., hty, Wisconsin, except for
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MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (INCLUDING FOLTURE FILING UNDER UNIFORM COMMERCIAL CODE)

WISCONSIN REAL ESTATE

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth

below.

Check box if applicable:

This is a purchase money mortgage. This is a construction mortgage.

ARTICLE I. MORTGAGE/SECURITY INTEREST

1.1 Grant of Mortgage/Security Interest. For consideration received, the Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "LoanDocuments").

DOC# 950749

Recorded Dec. 01,2009 AT 01:15PM

- Allen and States and and

PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: 123.00

Recording Area

Name and Return Address U.S. BANK N.A. COLLATERAL DEPARTMENT P.O. BOX 3487 OSHKOSH WI 54903-3487

T08-15-18-08-14-002-00

Parcel Identifier No.

1.2 "Mortgaged Property" means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements" (the Land and the Improvements collectively the "Premises"; any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"; all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any streetor roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

Lot One (1) of Certified Survey Map No. 2560, recorded in Volume 13 of Cartified Survey Maps on Fond du Lac County on pages 132 and 132A, located in the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, except for Lands conveyed to Wisconsin Department of Transportation in document recorded in Volume 898 of Records, page 809.

Property located at W4226 State Road 23, Fond du Lac, WI 54937

1.3 "Obligations" means all loans by the Bank to Great Northern Land & Cattle Company, Inc.

	, including those
loans evidenced by a note or notes dated 11/12/09	in the initial
principal amount(s) of \$_55,000.00	

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interestof any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 Homestead. The Premises are not _____ the homestead of the Mortgagor. (are not)

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 Warranty of Title/Possession. The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following 'Permitted Encumbrances': restrictions and utility easements of record and zoning ordinances (the terms of which are and will be compiled with, and in the case of easements, are and will be kept free of encroachments); taxes and assessmentanot yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Mortgagor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 Transfer and Liens. The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferredany part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 Escrow. After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments, and Charges. To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessmenteand other charges now or hereafterlevied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 Insurance. The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or softle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 EnvironmentalMatters. Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any lederal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of all 5. ·

defined, whether such laws currently exist or are enacted in the luture (collectively "Environmental Laws"). The term "Hazardous Substances' will mean any hazardous or toxic wastos, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgager's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an Independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

2.10 Right of inspection. The Bank may at all reasonable times enter and inspect the Premises.

2.11 Walvers by Mortgagor. To the greatest extent that such rights may then be lawfully walved, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will walve and will not, at any time, insist upon or plead or in any manner whatsoeverclaim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafterin force providing for the valuation or appraisement of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereaftermade or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

2.12 Assignment of Renta and Leases. The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereaftermay be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewais thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the lenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) also notice to the Mortgegor should collect all Barts states from the Premises and remit them to the Bank upon

immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

4.1 Cumulative Romadles; Walver. In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equily including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

a. Receiver. Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

b. Agreement to State Foreclosure Statutes. The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.

c. Power of Sale. In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

d. Walver by the Bank. The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may walve any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a walver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No walver or suspension will be deemad to have occurred unless the Bank has expressly agreed in writing specifying such walver or suspension.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

5.1 Term of Mortgage. The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

5.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments; and similar charges and insurance premiums.

5.3 Subrogation. The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

5.4 Choice of Law. Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.5 Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

5.6 Entire Agreement. This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify my terms.

5.7 Joint Liability; Successora and Assigns, if there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to 'Mortgagor' shall be chemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents stall be explicable hereto and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

5.8 Indemnification. Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the tritering to claims by the parties arising out of the financing provided under the Loan Documents or related to the parties arising out of the financing provided under the parties arises are provided under the parties are provided under the part

Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed dollvered when the record has been (a) deposited in the United States Mall, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

Construction Loan Rider

Condominium Rider

Second Mortgage Rider

Other(s) (Specify)

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

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Paga 5 of 6

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ndividual Mortgagor)		
	No	Name and Title See Attached Addendum,
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- •		W4226 State Road 23 East
		Fond du Lac, WI 54935
		(Bank Addross) U.S. BANK N.A.
		400 CITY CENTER
		OSHROSH, WI 54901
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NAME and SIGNATURE ADDENDUM	
This Addendum is made a part of the Mortgage/Deed of Trust made and entered into by and between the undersigned Mortgagor and the Bank as of the date identified below.	
Date: November 12, 2009	
MORTGAGOR: Great Northern Investments a(an) Wisconsin General Partnership	
By: <u>Julie Dome</u> Name and Title: Paula A Bovre, Partner By: <u>Harvell Hillenden</u>	
Name and Title: Darrell A Worden, Partner	
By: Name and Title: Todd N Wendorf, Partner	
By:	
By:	
By: Name and Title: n/a	
By: Name and Title: n/a	
By: Name and Title: n/a	

FORM NO. 985-A

acceptance of R.O.W. Reservation 898-809



SURVEYOR'S CERTIFICATE

FORM NO. 985-A H.C. Miller Company

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 Don Cooper Freund Real Estate, Inc., bounded and described as follows: of

A part of the Northwest 1/4 of the Southeast 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 Northeast corner of the Southeast 1/4 of said Section 8 and running thence South 88°-44'-52" West along the North line of the Southeast 1/4 of said Section 8, a distance of 1528.33 feet to the point of beginning; thence continuing South $88^{\circ}-44^{\circ}-52^{\circ}$ West, 509.50 feet; thence South $01^{\circ}-29^{\circ}-41^{\circ}$ East, 849.59 feet; thence North $89^{\circ}-59^{\circ}$ East, 509.66 feet; thence North $01^{\circ}-29^{\circ}-41^{\circ}$ West, 860.51 feet to the point of beginning and containing 10.000 acres of land more or less.

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 in surveying, dividing and mapping the same.



De Donald R. R.L.S.

Patchett, S-1220 No. ACCRO SURVEYORS Route 1, Oakfield, Wisconsin

CERTIFIED

SURVEY

MAP

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Project No. 469

Fieldnotes Volume 104 Page 18

R.E. Patchett, Rdmn-Chmn.

Dated this 30th day of November,1979 Revised this 5th day of May, 1980 OWNER'S CERTIFICATE OF DEDICATION

As owners, We hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Fond du Lac County Planning Agency 1.

 \mathcal{U}

Clerk

President

2. Town of Empire

З. Fond du Lac County Highway Commission

WITHESS the hand and seal of said owners this <u>6 ^{ca}</u>day of <u>May</u>, 1980. In Presence

32 emith RN Kenneth М. Birschbach حتر m. Besschin Μ. Birschbach iane STATE OF WISCONSIN) FOND DU LAC COUNTY)SS Personally came before me this day of MAY, 1970, the above named Kenneth M. Birschbach and Diane M. Birschbach, to me known to be the SHEET persons who executed the foregoing instrument and acknowledged the same. STATE OF WISCONSIN) \sim OF) SS FOND DU LAC COUNTY)

FOND DU LAC COUNTY

Notáry Public mI The dedication of streets and other public areas as indicated Ó de hereon are approved. My Commi res mpere Dated k

13 1980 Town Village of By Jany [Chairman ATTES!

Approved in accordance with the Subdivision Control O. dinance this 234 day of JUDE 19<u>80</u>.

FOND BUDAC COUNTY PLANNING AGENCY 4.3

	<u>~ 252339 ~ 4 % ? 4</u>
	Wisconslin Highway Commission-Form 250-1926
	CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES (Ber. 44.68)
	It having been deemed necessary, for the proper improvement of aState.Trunk
	to change or relocate a portion thereof through lands owned by
	Olsra M. and J. W. Konen
	in the Town of Frond .dn LacCounty, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 83.08; and the said County Highway Committee having dealt by contract with the owner of said lands;
	KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-
	wit: the sum of One Hundred Thirteen and No/100thsDollars (\$113.00) in hand
	paid, the receipt of which is hereby acknowledged
	# <u>77.25(</u> 1); (2) EXEMPT
	do hereby grant and convey to
1	so used, the lands of said owner necessary for said relocation, shown on the said plat and described as follows, to wit:
1	L strip of land in the southwest quarter of the northeast quarter of Bestien 8,
	Town 15 North, Range 18 East, and described as follows:
	for Federal Aid Freject 427-4 and the present northerly fine of said highway, all as shown on the plat filed in accordance with Section 63,08 of the Statutes of 1925, and containing 0.24 scres of land more or less. Also, a strip of land in the northwest quarter of the southeast quarter of Sec- tion 8, Town 15 Borth, Range 18 Kast, and described as follows:
	shown on the plat filed in accordance with Section 63,08 of the Statutes of 1925; and containing 0.24 acres of land more or less. Also, a strip of land in the morthwest quarter of the southeast quarter of Sec- tion 8, Town 15 Borth, Range 18 Kast, and described as follows: That portion of the northwest quarter of the southeast quarter of Section 8, Town 15. North, Range 18 Kast, which begins 1518 feet west of the east line of the southeast quarter of said Section 8 and extends westerly a distance of 568 feet; which portion shall be included between a line 38 feet southerly from and parallel to the center line of the highway as established by Viscensin Righway Commission movey for
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Client-Side Print Engine

H-3979 (3-62) FCC #602

365782

RIGHT-OF-WAY GRANT

In consideration of the sum of <u>ONE HUNDRED AND SIXTY AND NO/100------</u> DOLLARS (\$160.00), the undersigned, for <u>them_selves</u>, 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 <u>S</u> in the <u>Town_ot_Empire</u> <u>Fond_du_lac</u> <u>County</u>. Wisconsin, and described as: <u>A 20 foot Wide strip of land the northerly line of</u> which is described as: <u>Commencing at a point on the west line of the</u> southeast quarter of Section 8. Township 15 North, Bange 18 East, 113.05 feet south of the north line of said southeast guarter; thence N 89° 12' Og" <u>E</u>, 1216.21 feet; thence N 84° O7' 23" <u>E</u>, 112.80 feet, more or less, to the east line of the northwest quarter of said southeast quarter being the point of termination.

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain or remove additional underground cable telephone lines, together with associated appliances, subsequent to the placing of the telephone line to be initially installed hereunder, it being understood, however, that such additional times shall be busited roughly parallel to; and nor 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 <u>B</u>, for <u>them</u> sel <u>VOB</u>, <u>their</u> heirs, successors and assigns, covenant <u>not</u> 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 <u>s</u>, <u>their</u> heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

·	
Signed this 3 day of October WITNESS:	19_80 Rf 1 / 2
	Arnold Bissegger Land Owner Anneliese Bissegger His Wife

State of Wisconsin County of Fond du LAC)) ss.)
Personally appeared befo	re me this 3rd day of October
19 80, Arnold Bissegger	
to me known to be the persons mnd acknowledged the same.	A who executed the instrument on the other side Merbor Richard J. Smasal Notery Public. State of Wisconsin My commission expires May 17
	Document Drafted By
	WISCONSIN TELEPHONE COMPANY
before described (by vir execution of the instrum	By <u>RICHARD J. SMASAL</u> Trs of an equitable interest in the land herein- tue of a land contract); do hereby join in the ment on the other side hereof this <u>loth</u> day
	trs of an equitable interest in the land herein- tue of a land contract); do hereby join in the ment on the other side hereof this <u>loth</u> day .9 <u>80</u> .
before described (by vir execution of the instrum of <u>September</u> , 1	The of an equitable interest in the land herein- tue of a land contract); do hereby join in the ment on the other side hereof this <u>loth</u> day <u>9_80</u> . Kennick O'world (SEAL
before described (by vir execution of the instrum of <u>September</u> , 1 State of Wisconsin County of <u>Fond du Lac</u>	Pres of an equitable interest in the land herein- tue of a land contract); do hereby join in the bent on the other side hereof this <u>loth</u> day .9 <u>80</u> . <u>Kenneth Birschbach</u> (SEAL <u>Diane Birschbach</u> <u>SS.</u>) 95.
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before described (by vir execution of the instrum of <u>September</u> , 1 State of Wisconsin County of <u>Fond du Lac</u> Personally appeared 19 80, <u>Kenneth Birsch</u>	d before me this loth day of September Service
before described (by vir execution of the instrum of <u>September</u> , 1 State of Wisconsin County of <u>Fond du Lac</u> Personally appeared 19 80, <u>Kenneth Birsch</u>	d before me this 10th day of September Section
before described (by vir execution of the instrum of <u>September</u> , 1 State of Wisconsin County of <u>Fond du Lac</u> Personally appeared 19 <u>80</u> , <u>Kenneth Birsch</u> to me known to be the p	brs of an equitable interest in the land herein- tue of a land contract); do hereby join in the hent on the other side hereof this <u>loth</u> day <u>1980</u> . <u>Kenneth Birschbach</u> (SEAL <u>Diane Birschbach</u>) ss.) ss. d before me this <u>loth</u> day of <u>September</u> <u>September</u> <u>September</u> <u>September</u> <u>September</u> <u>Richard</u> J. Smasal Notary Public, State of Wisconsin My commission expires <u>May 17</u> , 19

411424

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISIONS OF HIGHWAYS AND DISTRICTS

(From the Minutes of the Administrators' Meeting of May 23, 1985)

12. PROJECT 1442-1-21 QF 017-3(18) - FOND DU LAC-EAST COUNTY LINE ROAD (FOND DU LAC-C.T.H. "AA") - STH 23 - FOND DU LAC COUNTY:

There was submitted for acceptance by the Administrator a copy of a recorded Certified Survey Map indicating a highway right of way reservation for the following parcel:

Parcel	Owner	Area (acres)	Recording Data
97	Kenneth M. Birschbach	0.974	Certified Survey Map #2560 Recorded in Vol. 13, C.S.M. Page 132, on September 22,

The Administrator accepted the right of way reservation.

I, H. L. Fledler, Deputy Administrator of the Division of Highways and Transportation Services, do hereby certify that the foregoing is a true and exact copy of a portion of the official minutes of the Administrators' meeting of May 23, 1985.

REGISTER'S OFFICE Fond du Lac County, Wis. Recorded at _____M

JUN 1 2 1985

Vol. 1/1 Records Page 1-1 MARY A. BRICKLE REGISTER OF DEEDS

Dated at Madison, Wisconsin this 7th day of June, 1985.

Win / Dest & yrans! 649 Winkessa 53187



VOL 898 PAGE 809

	· · · · · · · · · · · · · · · · · · ·		
RO109 885	449264		r recording data
and the second state in Falls	WARRANTY DE	ED	DE OFFICE
DOCUMENT NO. THIS INDENTURE, made by <u>Great Nort</u> Partnership	inern ruvesimencar a		R'S OFFICE
		Fond du L	ac County Wis.
rantor(s) hereby conveys and warrants to			1
STATE OF WISCONSIN, DEPAR grantee, for the sum of <u>Ten Thousand</u>	TMENT OF TRANSPORTATI	O) FEB	191988 ,
grantee, for the sum of <u>ren industing</u>		Vol 966 R	478
mit and the stand State Pontment in ful	I for the property described herein	and ancience?	A, BRICKLE
full compensation for items of damage set forth in s. pletion of the improvements contemplated by the re	32.09. Wisconsin Statutes, assumin	R HER COTH.	ER OF DEEDS
Companyation for additional items	of domage listed in \$.32.193, wisco	112111 - 2122 - 21 - 13	
ument is based. Compensation for according to the shown has not been included. If any such items are shown s.32.20, Wiscensin Statutes.	to exist the owner may file claims i	as provided in a Din	
5.52.20, which is in contrast		Return to: Wiscon	in Dept. of Transportation
Exempt from fee: s.77.25(8) (12)	This (is) (is not) homestead pr	operty.	Jankerpa 53187-06-
		$\beta = 0.4$	•
and the second all a might of a	ou of the bichway. (law or statutory eas	S.I.H. ZJ, and all
	Af the sunar unerthe	r arounted by sebalate	Direduce or contra
· · · · · · · · · · · · · · · · · · ·	withod wool actate 201	ers on the sale divide	
part of the Southeast t of	Section 8, Township	15 North, Kange 18 La	st, in rond du Lac
County, State of Wisconsin.			
Access will be prov	ided to S.T.H. 23 by	means of a Town Road	which enters S.T.H.
23 in the east 100 feet of the	e Northwest 🗄 of the	Southeast 2 of Section	8.
Subject to easement:	s, restrictions and e	ncumbrances of record.	
k ¹¹ A - Area -			
-		# 177. 25(2) EXEMPT	
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1 1			
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Richard J. Freund		Paula A. Bovres Pau	es A Bruce
r	(SEAL)	Ruf. M. Born	(SEAL)
Darrell W. Pidgeon		Rick A. Boure	
Lat + Chiefer I with David			and a second
I Store		-91. IN NE	IN R (CEAT)
Lawy W-Pidgeon	(SEAL)	Joney H	me(SEAL)
David H. Bachmann		-91. IN NE	we (seal)
David H. Bachmann		Greg J. Bovie	
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David H. Bachmann M. Coll. H. C. M. M. Cell STATE OF WISCONSIN, County of Fond the above named Richard J. Freun Rick A. Bovre, Greg J. Bovre (SEAL)	du Lac Perv d, Darrell W. Pidgeor to me known to be the per VOL 966 PAGE PAGE	Greg J. Bovie onally came before me this date _Fel 1. David H. Bachmann, Pa son(s) who executed the foregoing inst	uniont and acknowledge the same.

704679	
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Document Number

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

The undersigned Grantor(s) Great Northern Investments (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 595 feet in length and 40 feet in width, being all that part of the Grantor's lands lying within 40 feet South of the reference line described as follows:

See Exhibit "A" attached hereto.

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

The number of such structures to be erected on said easement strip shall be two (2); 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 leet; 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 place on said structures shall be one (1).

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

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

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

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

The Grantee(s) shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigne 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 that 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 and C 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 walves the five day review period, or acknowledges that they have at least five days to review such materials.

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CO DEC 18	J.H 8: 37
fill Fille	1993 1993 1993 1995 1995 1995 1995 1995

Record this document with the Register of Deeds

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) T08-15-189-08-14-002

he Landowner(s) hereby accept a lump sum payment in con	
VITNESS the signature(s) of the Grantor(s) this $\frac{27 \text{ th}}{27 \text{ th}}$ d.	ay of <u>November</u> 2000,
REAT NORTHERN, INVESTMENTS	YF &
ignature (SEAL)	Signature (SEAL)
Darrell A. Worden minied Name	Greg Bovre Printed Name
(SEAL)	Curthing to ander (SEAL)
Signature (SEAL)	Sighature (SEAL)
Todd Wendorf	Cynthia L. Worden
Printed Name A Bu ACKN	Printed Name Paula Bowe
KICK A. BOVYE STATE OF WISCONSIN)	Paula Bovre
) ss county of <i>fond du lac</i>	
Personally came before me this <u>27th</u> day of	November, the above named Darrell A. Wordernthia L. Worden, and Paula Bovre
to me known to be the person(s) who executed the foregoing inst	rument and acknowledged the same.
	and the
	Signature of Notary
	A. D. Edgarton
	Printed Name of Notary
	Notary Public, State of Wisconsin
	My Commission Expires (Is)
ACKN	IOWLEDGEMENT
STATE OF)	
COUNTY OF) ss	
Personally came before me this day of	·
	, the above named
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to me known to be the person(s) who executed the foregoing ins	
-	trument and acknowledged the same.
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to me known to be the person(s) who executed the foregoing ins This instrument drafted by <i>Ron Conerd</i>	trument and acknowledged the same. Signature of Notary Printed Name of Notary Notary Public, State of My Commission Expires (Is) Line Title: Ledgeview Tap

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 89 degrees 56 minutes 42 seconds East, 620 feet to the Point of Beginning; thence continuing North 89 degrees 56 minutes 42 seconds.East, 515 feet to the point of termination referred to as Point "A" and also an easement being described as 00 feet in tength and 40 feet in width, being all that part of the lands of the Grantor's lying within 40 feet Westerly of the following described reference line commencing at Point "A" for the Point of Beginning; thence South 28 degrees 21 minutes 07 seconds East, 80 feet to a point and there terminating

Said easement being located on part of the lands of the Grantors as described and recorded as Lot 1 of CSM 2560, September 22, 1980, in Volume 13 of CSM pages 132 and 132A, Document Number 362915 in the office of the Register of Deeds for Fond du Lac County.

All being located in part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 8, Town 15 North, Range 18 East, Town of Empire, Fond du Lac County.

RC:pm Real Estate/Ease-2000/ Ease-0071(EHV)/3/000905b

Grantee agrees that the existing septic system poses no problem within this easement as granted and further that in the event said septic system should have be moved, grantee will not object to a new location within this easement, so long as the construction does not interfere with the overhead lines or poles as constructed.

11-14-2000 REC Just Modern PAGEN Just

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:

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

/ITNESSED BY:	GRANTORS: GREAT NORTHERN INVESTMENTS
	Darran DD At 11 . D
	Signature Darrell A. Worden-
	Cynthial Worden
	Signature Todd Wendorf (SEAL)
	- Af-
	(SEAL)
	Signature A Greg Boyre
	Rick A. Boyre
	Inula Boure (SEAL)
	Signature Paula Bovre
STATE OF WISCONSIN	
COUNTY OF FOND DU LAC	
<i>,</i>	
?ersonally came before me, this 27tb day of	November 2000 the above named Darrell
Cynthia L. Worden, Todd Wendorf,	November , 2000, the above-named Darrell Greg Bovre, Rick A. Bovre and Paula Bovre,
Cynthia L. Worden, Todd Wendorf,	<u>November</u> , 2000, the above-named <u>Darrell</u> <u>Greg Bovre, Rick A. Bovre and Paula Bovre,</u> d the foregoing instrument and acknowledged the same.
Cynthia L. Worden, Todd Wendorf,	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same.
Cynthia L. Worden, Todd Wendorf,	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same.
<u>Cynthia L. Worden, Todd Wendorf,</u> o me known to be the person <u>s</u> who execute	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same.
<u>Cynthia L. Worden, Todd Wendorf,</u> o me known to be the person <u>s</u> who execute This instrument was drafted by:	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same. A. D. Edgarton
Cynthia L. Worden, Todd Wendorf,	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same. A. D. Edgarton Notary Public, State of <u>Wisconsin</u>
<u>Cynthia L. Worden, Todd Wendorf,</u> o me known to be the person <u>s</u> who execute This instrument was drafted by: Ron Conard	Greg Bovre, Rick A. Bovre and Paula Bovre, d the foregoing instrument and acknowledged the same. A. D. Edgarton Notary Public, State of <u>Wisconsin</u>
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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
. GREAT NORTHERN INVESTMENTS	Owner(s) in Fee
).	Mortgagee
3.	Land Contract Vendor

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 \$ 12 000,00

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. 9 of 10a

RC:pm Real Estate/Misc-2000/ 0913-Cert_com-01/000913a

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Lands;	e da ser da la	aletta Tara Ka			said owner, fo				
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	A strip	of land in	the southwes	t quarter of	the north	quarter of			
	That por	tion of the	e southwest q	uarter of the	described as northeast qua	rter of			
	Section	8. Town 15	North, Range	18 East, whi	ch begins 1315 r of said Sect	feet	с. 19		
	extends	westerly a	distance of	838 feet, whi	ch portion sha	ll be			
	included	between a	line 40 feet	northerly fr	om and paralle Wisconsin Hig	l to the hway Commissi	ດກ		
	survey 1	or Federal	Aid Project	427-A and the	present north	erly line of			
	Baid nig 83.08 of	nway, all a the S+atu	as snown on t tes of 1925:	he plat 111ec and containin	l in accordance ng 0.24 acres o	f land more	i e tille	-	
	or less.				5				
	Also, a	strip of 1	and in the no	rthwest quart	er of the sout	heast quarter	of		
	Section	8. Town 15	North. Range	18 Last. and	l described as southeast que	follows:			
	8, Town	15 North, 1	Range 18 East	, which begin	is 1315 feet we	st of the eas	t line		
	of the i	outheast q	uarter of sai	d Section 8 a	nd extends wes	terly a dista	nce of		
		all share the second					and the second second		
10	<u></u>				<u>. (1997)</u>				
10				12 bo ånolud	d between a li	ne 36 feet so	nitherly		
10	fro	<u>ຫຼັດກດັ່ກດ ຫລື</u>	llol to the ce	nter 7 ine of	ed between a li the highway as	s established	DY WISCONE	3in	
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Document Number	PARTIAL EASEMENT ASSIGNMENT	RECORDING FEE NO. OF PAGES RECORDED ON:
made by and between Wisc	ent Assignment ("Assignment") is consin Power and Light Company, a signor"), and American Transmission	2002 JAN 28 PM 1 00 SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY, WI Recording Area Name and Return Address: American Transmission Company LLC Attn. Real Estate Depl. 2489 Rinden Road Cottage Grove, Wi 53527-9598

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

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

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

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

01/03/02 JOINT DISTRIBUTION (MORE FRAN 25%) ON TRANSMISSION CIRCUIT REVI XACLIENTBI69493/00655A0005270

This Assignment is made as of the 11^{4} day of January, 2002.

ASSIGNOR: Wisconsin Power and Light Company, a Wisconsin corporation

Βv Name: Pamela & Wegner Title: Senior Vice President Executive

Attest: 61 Name: Edward M. Eleason Title: Corporate Secretary

ASSIGNEE: AMERICAN TRANSMISSION COMPANY, LLC, a Wisconsin limited liability company

By: ATC Management Inc., its Manage Ma By: Name: Thomas M. Finco

Title: Manager – Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN

COUNTY OF DANE

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Personally came before me this 11^{44} 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.

L. O. L.B. R.R.	
By: (June R. Hokelon	LAUME R. SOKOLAK
Name: Laurie R. Sokolak	MOTANY PUBLIC
Notary Public, Wisconsin	STATE OF WISCONSIN
My Commission expires: June 19, 2005	

)) SS.

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{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

01/03/02 - JOINT DISTRUBUTION (MORE THAN 25%) ON TRANSMISSION CIRCUIT - REV (XICLIENTB/69495/0005/A0008270

STATE OF WISCONSIN) 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: HO AAS J. ERSTAD HOTARY PUBLIC Name: Thomas J. Erstad STATE OF WISCONSIN Notary Public, Wisconsin My Commission expires: September 12th, 2004

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

EXHIBIT "A"

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ante lancas - 247.00			Statist and		House and a second	
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	-5	15N	18E	714021
Fond du Lac	Town of Empire	NE 1/4 of the SW 1/4	₿	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

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