

23 4.22
LETTER REPORT OF TITLE

Par 106
File Number: F512557L



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:5/5/10 5:54 am
Last Revised on:5/5/10 5:54 am
Printed on:5/5/10 5:54 am

Applicant Information

Kristin Schrader
Wisconsin Dept of Transportation - Project #1440-15-00
944 Vanderperrin Way
Green Bay, WI 54304

Sales Representative:Craig Haskins

Property Information

Owner(s) of record:Raymond B. Halbur and Rae Nell Halbur, as survivorship marital property

Property address:W3704 State Road 23, Fond du Lac, WI 54937

Land value: \$26,200.00

Improvement value: \$42,200.00

Total value: \$68,400.00

Fair market value: \$68,200.00

Legal description: The Northeast 1/4 of the Southeast 1/4 of Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

EXCEPTING THEREFROM that portion as described in Deed recorded April 11, 1928 in Volume 226, page 429, as Document No. 155571

ALSO FURTHER EXCEPTING THEREFROM that portion as described in Deed recorded July 10, 1968 in Volume 588, page 48 as Document No. 232742 and in Volume 588, page 50, as Document No. 232743.

FURTHER EXCEPTING THEREFROM that portion as described in Deed recorded May 12, 1977 in Volume 754, page 857, as Document 321817 and in Volume 754, page 859, as Document No. 321818.

Tax Key No: T08-15-18-09-13-001-00

Mortgages, Judgments, Liens, Taxes



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262-335-2999
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Refer Inquiries to: Janis Krebs (janis@knightbarry.com)

Completed on:5/5/10 5:54 am
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1. General Taxes for the year 2010 .
2. Taxes for the year 2009 in the amount of \$1,092.62 are being paid on a payment plan. The balance due is \$515.54 . All installments that are due have been paid and there are no delinquent balances.
3. Mortgage from Raymond B. Halbur and Rae Nell Halbur a/k/a Rae Nell F. Halbur, husband and wife to Badgerland Financial, FLCA in the amount of \$890,000.00 dated January 13, 2010 and recorded January 13, 2010 as Document No. 953205 .
4. Mortgage from Raymond B. Halbur and Rae Nell Halbur a/k/a Rae Nell F. Halbur, husband and wife to Badgerland Financial ACA in the amount of \$105,000.00 dated January 13, 2010 and recorded January 13, 2010 as Document No. 953206 .
5. Covenants, Conditions and Restrictions as described in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, page 48 as Document No. 232742 .
6. Covenants, Conditions and Restrictions as described in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, page 50 as Document No. 232743 .
7. Covenants, Conditions and Restrictions as described in Deed and other matters contained in the instrument recorded May 12, 1977 in Volume 754, page 857 as Document No. 321817 .
8. Covenants, Conditions and Restrictions and other matters contained in the instrument recorded May 12, 1977 in Volume 754, page 859 as Document No. 321818 .
9. Right of Way Grant and other matters contained in the instrument recorded October 29, 1998 in Volume 1028, page 645 as Document No. 484639 .
10. Wisconsin Nonpoint Source Water Pollution Abatement Program Cost Share Agreement and other matters contained in the instrument recorded July 14, 1994 in Volume 1188, page 115 as Document No. 557695 .
11. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Other Matters and Footnotes

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

In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County, and find (i) title to the property described above to be in the owner or owners of record set forth above and (ii) no change of record affecting such property, since the above-mentioned owners of record took title through 4/22/10 at 8:00 am , the effective date of this report, except those matters shown above .

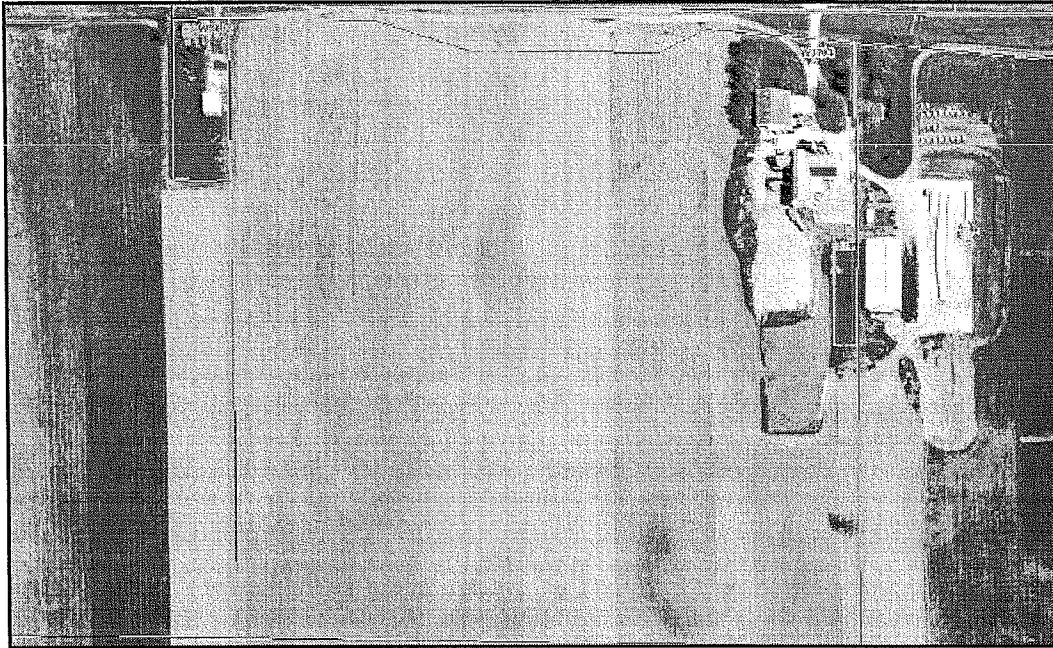
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and 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: T08-15-18-09-13-001-00

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE Location Address: W3704 STATE ROAD 23
Primary Owner Name: RAYMOND B HALBUR Mailing Address: W3704 STATE ROAD 23
Secondary Owner Name: RAE NELL HALBUR 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)

S9 T15N R18E NE 1/4 SE 1/4 EXC HWY REC V754-857&859 (V984-191)
39.07A

(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.9, T.15, R.18 Volume: 984 Document Number: 0
Total Acres: 39.07 Page: 191

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

Assessment Information

	<u>2009</u>	<u>2008</u>
Assessed Acres	39.07	39.07
Land Value	\$26,200.00	\$16,900.00
Improvement Value	\$42,200.00	\$43,500.00
Total Value	\$68,400.00	\$60,400.00
Fair Market Value	\$68,200.00	\$73,000.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$1,092.62	\$1,119.62
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$1,031.08	\$1,087.73
Special Assessments	\$0.00	\$0.00
Total Taxes	\$1,031.08	\$1,087.73
Total Payments	\$515.54	
Balance Due	\$515.54	

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WISCONSIN MORTGAGE
BGM402 (12/09)

(Document Number)

DOC# 953205

Recorded
JAN. 13, 2010 AT 03:39PM

Return to:
Badgerland Financial
P.O. Box 870
Fond du Lac, WI 54936-0870
Attn: Sharon

Tax Parcel ID:
See Exhibit A.

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$21.00

(Recording Information)

No(s). 7711062400

This Mortgage, dated January 13, 2010, is by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife
(after this called "Mortgagors" whether one or more), whose mailing address is: W3704 State Road 23, Fond du Lac, WI 54937
to Badgerland Financial, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is: 315 Broadway, Baraboo, WI 53913-0069.

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in Fond du Lac county(ies), Wisconsin, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$890,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 1 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)" or "note(s)"), as follows:

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
January 13, 2010	\$890,000.00	January 01, 2035

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, together with interest as provided in the promissory note(s), which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions and renewals thereof; (b) the repayment of all other amounts, with interest thereon, to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness." If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

- 1. Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.
- 2. Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires) and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies then in force shall pass to Mortgagee.
- 3. Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to

Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee, in addition to other rights and remedies given in this Mortgage or provided by law, may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage or both; (b) At any sale held pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (c) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs and charges of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount; (d) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises, and Mortgagors hereby consent to the appointment. Any such receiver shall have full authority to operate, manage, lease and conserve the premises, to collect the rents, issues and profits from the premises, including payments from any government programs and assignments, to dispossess tenants, to obtain hazard and other insurance, to pay taxes and assessments when due, to employ counsel, custodians and other assistants, to make necessary repairs, to exercise all other powers as may be deemed necessary by the receiver and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as receiver may be applied first to payment of the costs of management of the premises and then to the Indebtedness, and the receiver shall be accountable only for those proceeds actually received; (e) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (f) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

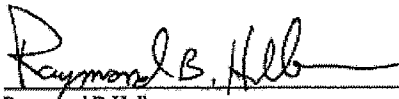
16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

17. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Foreclosure Period.** Mortgagors agree to the provisions of Section 846.101 and 846.103 Wisconsin Statutes (if applicable) and all amendments to these sections which permit Mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in these sections.

20. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Wisconsin.


Raymond B Halbur


Rae F Halbur

ACKNOWLEDGMENTS

(Individual)

STATE OF WISCONSIN

)


) ss.

COUNTY OF FOND DU LAC

)

On January 13, 2010, before me personally appeared: _____Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

Sharon L. Ball, Notary PublicMy Commission Expires June 17, 2012

FINAL CERTIFICATE – FOR USE BY LENDER ONLY

☐ The undersigned attorney certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.

☐ The undersigned non-attorney certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: _____

This instrument was drafted by:
S.Ball for Badgerland Financial
PO Box 870
Fond du Lac, WI 54936-0870

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EXHIBIT A

LEGAL DESCRIPTION ATTACHMENT

No(s). 7711062400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, FLCA, as Mortgagee/Beneficiary, is described as follows:

Parcel 1: The East 15 rods of the West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting land conveyed for highway purposes by deed recorded in Volume 226 on Pages 428-429. Also excepting therefrom Certified Survey Map No. 141, recorded in Volume 2 of Certified Survey Maps on Pages 141 and 141A as conveyed by Warranty Deed recorded in Volume 713 of Records on Page 206.

The West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, except the East 15 rods thereof and also excepting that piece and parcel of land described as: Beginning at a point in the North and South center line of said Section 9, 33 feet South from the point of intersection of this line with the center line of the concrete pavement slab on State Highway 23, as now located and running thence South along said North and South center line of said Section 9, 180 feet, thence South 88° 51' East parallel with the center line of said pavement slab, 155 feet, thence North parallel with the North and South center line of Section 9, 180 feet to a point 33 feet South of the Center line of the above mentioned pavement slab, thence North 88° 51' West parallel with the center line of said pavement slab, 155 feet to the place of beginning. Further excepting therefrom Lot 2 and Lot 3 of Certified Survey Map No. 1597 recorded in Volume 9 of Certified Survey Maps of Fond du Lac County, Wisconsin on Pages 97 and 97A.

Also excepting therefrom Lot 1 of Certified Survey Map No. 7084 as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin on July 7, 2006 at 1:39 P.M. in Volume 50, Page 91 as Document No. 875550;

Being part of the Northwest 1/4 of the Southeast 1/4, Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Parcel 2: The East 1/2 of the Southeast 1/4 of Section 9; the West 1/2 of the Southwest 1/4 of Section 10 and the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 10, all in Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting therefrom that portion conveyed to the State of Wisconsin, Department of Transportation by instruments recorded in Volume 754 of Records on Page 857 to 860, inclusive.

TaxKey No. T08-15-18-10-10-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-11-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-09-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-12-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-13-001-00
Special Assessments: To Be Determined
Address: W3704 State Rd. 23, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-14-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-15-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-16-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

EXHIBIT A**LEGAL DESCRIPTION ATTACHMENT**No(s). 7711062400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, FLCA, as Mortgagee/Beneficiary, is described as follows:

Subject to existing easements, highways and restrictions of record.

Mortgagor hereby further grants to Mortgagee a security interest, as security for the payment of all indebtedness of the Mortgagor to Mortgagee in certain property generally described as: all cattle handling systems, manure handling systems, feed storage and handling systems, milking systems, milk storing and handling systems, cleaning systems, and water systems, together with replacements, additions, and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Wisconsin Uniform Commercial Code to secure the above described items. In case of default, the Mortgagee shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security lien to it, either concurrently or separately, in any manner it may elect.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

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**WISCONSIN OPEN-END
MORTGAGE**
BGM403 (12/09)


(Document Number)

DOC# 953206

Recorded
JAN. 13, 2010 AT 03:40PM

Return to:
Badgerland Financial
P.O. Box 870
Fond du Lac, WI 54936-0870
Attn: Sharon

Tax Parcel ID:
See Exhibit A.



PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$19.00

(Recording Information)

No(s). 1225955400, 1225955200

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$300,000.00

This Mortgage, dated January 13, 2010, is by: Raymond B Halbur and Rae Nell Halbur s/k/a Rae Nell F Halbur, husband and wife

(after this called "Mortgagors" whether one or more), whose mailing address is: W3704 State Road 23, Fond du Lac, WI 54937

to Badgerland Financial, ACA (after this called "Mortgagee"), a federally chartered corporation whose address is: 315 Broadway, Baraboo, WI 53913-0069

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in Fond du Lac county(ies), Wisconsin, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$105,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 2 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)" or "note(s)"), as follows:

Date of Note(s)	Face Amount(s)	Maturity Date(s)
January 13, 2010	\$65,000.00	December 01, 2014
January 13, 2010	\$40,000.00	December 01, 2016

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed in the aggregate \$300,000.00. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness." If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

1. **Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the commencement of any proceeding by or against any of the Mortgagors under the provisions of any bankruptcy or insolvency laws; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage or both; (b) At any sale held pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (c) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount; (d) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises, and Mortgagors hereby consent to the appointment. Any such receiver shall have full authority to operate, manage, lease and conserve the premises, to collect the rents, issues and profits from the premises, including payments from any government programs and assignments, to dispossess tenants, to obtain hazard and other insurance, to pay taxes and assessments when due, to employ counsel, custodians and other assistants, to make necessary repairs, to exercise all other powers as may be deemed necessary by the receiver and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as receiver may be applied first to payment of the costs of management of the premises and then to the Indebtedness, and the receiver shall be accountable only for those proceeds actually received; (e) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (f) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

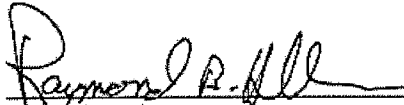
16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.


17. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Foreclosure Period.** Mortgagors agree to the provisions of Section 846.101 and 846.103 Wisconsin Statutes (if applicable) and all amendments to these sections which permit Mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in these sections.

20. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Wisconsin.


Raymond B Halbur


Rae Nell F Halbur

ACKNOWLEDGMENTS

(Individual)

STATE OF WISCONSIN

)

) ss.

COUNTY OF FOND DU LAC

)

On January 13, 2010, before me personally appeared: _____Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

Sharon L. Ball, Notary PublicMy Commission Expires June 17, 2012

FINAL CERTIFICATE – FOR USE BY LENDER ONLY

☐ The undersigned attorney certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.

☐ The undersigned non-attorney certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: _____

This instrument was drafted by:
S.Ball for Badgerland Financial
PO Box 870
Fond du Lac, WI 54936-0870

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EXHIBIT A**LEGAL DESCRIPTION ATTACHMENT**

No(s). 1225955400, 1225955200

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, ACA, as Mortgagee/Beneficiary, is described as follows:

Parcel 1: The East 15 rods of the West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting land conveyed for highway purposes by deed recorded in Volume 226 on Pages 428-429. Also excepting therefrom Certified Survey Map No. 141, recorded in Volume 2 of Certified Survey Maps on Pages 141 and 141A as conveyed by Warranty Deed recorded in Volume 713 of Records on Page 206.

The West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, except the East 15 rods thereof and also excepting that piece and parcel of land described as: Beginning at a point in the North and South center line of said Section 9, 33 feet South from the point of intersection of this line with the center line of the concrete pavement slab on State Highway 23, as now located and running thence South along said North and South center line of said Section 9, 180 feet, thence South 88° 51' East parallel with the center line of said pavement slab, 155 feet, thence North parallel with the North and South center line of Section 9, 180 feet to a point 33 feet South of the Center line of the above mentioned pavement slab, thence North 88° 51' West parallel with the center line of said pavement slab, 155 feet to the place of beginning. Further excepting therefrom Lot 2 and Lot 3 of Certified Survey Map No. 1597 recorded in Volume 9 of Certified Survey Maps of Fond du Lac County, Wisconsin on Pages 97 and 97A.

Also excepting therefrom Lot 1 of Certified Survey Map No. 7084 as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin on July 7, 2006 at 1:39 P.M. in Volume 50, Page 91 as Document No. 875550;

Being part of the Northwest 1/4 of the Southeast 1/4, Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Parcel 2: The East 1/2 of the Southeast 1/4 of Section 9; the West 1/2 of the Southwest 1/4 of Section 10 and the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 10, all in Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting therefrom that portion conveyed to the State of Wisconsin, Department of Transportation by instruments recorded in Volume 754 of Records on Page 857 to 860, inclusive.

TaxKey No. T08-15-18-10-10-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-11-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-09-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-12-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-13-001-00
Special Assessments: To Be Determined
Address: W3704 State Rd. 23, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-14-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-15-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-16-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

Subject to existing easements, highways and restrictions of record.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

5

DOCUMENT NO

390743

STATE BAR OF WISCONSIN FORM 11-1982

LAND CONTRACT

Individual and Corporate
 (TO BE USED FOR ALL TRANSACTIONS WHERE OVER
 \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
 ACT TRANSACTIONS)

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 300 P M

AUG - 5 1983

Vol. 863 Records Page 631-633
 MARY A. BRICKLE
 REGISTER OF DEEDS

RETURN TO

Tax Parcel No. _____

Contract, by and between Bernard H. Halbur and
Katherine R. Halbur

whether one or more) and RAYMOND B. Halbur and Rae Nell
Halbur, his wife, as joint tenants.

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Fond du Lac County, State of Wisconsin:

Please see Exhibit A attached hereto and made a part hereof.

FEE
 # X.C.
 EXEMPT

It is understood between the parties that the Vendors now have a mortgage on the described property with the Federal Land Bank Association of St. Paul. This mortgage shall never be allowed, during the term of the Land Contract, to exceed the balance due from the Purchasers to the Vendors. Purchasers shall also give to the Vendors a milk assignment with the dairy that they are currently shipping milk to at any time during the term of this Land Contract.

This is not homestead property.
 (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at Fond du Lac, Wisconsin the sum of \$337,000 in the following manner: (a) \$7,000 at the execution of this Contract; and (b) the balance of \$330,000 together with interest from date hereof on the balance outstanding from time to time at the rate of 10 per cent per annum until paid in full, as follows: Payments will be made at the rate of \$2,999 per month beginning July 1, 1983. These payments are figured on a 25-year monthly amortization basis at 10% interest. The entire balance shall be due ten (10) years from the date hereof.

* The payments shall change and the interest rate shall be increased or decreased on an annual basis on the anniversary date of the closing date; namely, June 1, 1983, to an amount equal to 86% of the rate charged in May of that year by the Federal Land Bank Association in Fond du Lac County, Wisconsin. Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of June, 1993 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 10 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after June 1, 1983.

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

No title evidence furnished before closing.

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

Purchaser shall be entitled to take possession of the Property on June 1, 1983.

*Cross Out One.

VOL 863 PAGE 631

LAND CONTRACT - Individual and Corporate

STATE BAR OF WISCONSIN
 FORM No. 11 - 1982

Wisconsin Legal Blank Co. Inc.
 Milwaukee, Wis.

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

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 200,000 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to the insurer and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor remains the restoration or repair to be economically feasible.

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

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

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 60 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default, and the entire outstanding balance and other amounts due hereunder, in which event all amount is previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract; (ii) Vendor may, at his option, sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action to enforce this Contract; and (vi) Vendor, at his option, may elect to pursue any or all of the foregoing remedies shall only be binding upon Vendor, and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. If not an owner of the Property the spouse of Vendor, for and in consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 1st day of June 1983.

Bernard H. Halbur (SEAL)

* Bernard H. Halbur

Katherine R. Falbur (SEAL)

• Katherine R. Halbur

Raymond B. Halbur (SEAL)

• Raymond B. Halbur

For Neil Gelland (SEAL)

- Rae Nell Halbur

AUTHENTICATION

Signature(s) Bernard H. Halbur, Katherine R.

Halbur, Raymond B. Halbur, and Rae Nell
Halbur

Harbour
authenticated this 24 day of August 19 83

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Louis J. Andrew, Jr.

ANDREW LAW OFFICES, S.C.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County. 55

Personally came before me this day of
..... 19..... the above named

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

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

V001 863 PAGE 632

The East Half of the Southeast Quarter ($E\frac{1}{2} SE\frac{1}{4}$) of Section Nine (9), Township Fifteen (15) North, of Range Eighteen (18) East.

The West Half of the Southwest Quarter ($W\frac{1}{2} SW\frac{1}{4}$) of Section Ten (10), Township Fifteen (15) North, of Range Eighteen (18) East. EXCEPTING THEREFROM land deeded for highway purposes by Deed Volume 226 of Deeds on pages 285 and 286, Fond du Lac County, Wisconsin.

FURTHER EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 588 of on pages 48 and 49 and in Volume 588 of Records on pages 50 and 51.

ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

The West Half of the East Half of the Southwest Quarter ($W\frac{1}{2} E\frac{1}{2} SW\frac{1}{4}$) of Section Ten (10), Township Fifteen (15) North, Range Eighteen (18) East, Fond du Lac County, Wisconsin.

EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

EXHIBIT "A"

VOL 863 PAGE 633

DOCUMENT NO.

3

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2 — 1982

459325

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED
VOL 984 PAGE 191-192

Nov 9 10 54 AM '88

Mary S. Strickland

REGISTER OF DEEDS
FOND DU LAC COUNTY, WIBernard H. Halbur and Katherine R. Halbur,
husband and wifeconveys and warrants to Raymond B. Halbur and Rae Nell
halbur, as survivorship marital property.the following described real estate in Fond du Lac County,
State of Wisconsin:

Please see attached.

RETURN TO
Andrew Law Offices, S.C.
153 S. Macy St., FDL #6

Tax Parcel No:

This deed is in satisfaction of the land contract dated June 1, 1983,
recorded August 5, 1983, at 3:00 P.M., Volume 863 of Records, Page(s)
631-633, Document No. 390743.TRANSFER
\$ 1011.00
FEEThis is not homestead property.
(is not)

Exception to warranties:

All easements and restrictions of record.

Dated this 3rd day of November, 1988

..... (SEAL) X Bernard H. Halbur (SEAL)
Bernard H. Halbur

..... (SEAL) X Katherine R. Halbur (SEAL)
Katherine R. Halbur

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
Louis J. Andrew, Jr.

ANDREW LAW OFFICES, S.C.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County, ss.

Personally came before me this 3rd day of
November 1988 the above named
Bernard H. Halbur and Katherine R.
Halbur, husband and wifeto me known to be the persons who executed the
foregoing instrument and acknowledge the same.

Susan J. Schneider
Notary Public, Fond du Lac County, Wis.
My Commission is permanent (if not, state expiration
date: August 6, 1989)

STATE VOL 984 PAGE 191

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

The East Half of the Southeast Quarter (E1/2 SE1/4) of Section Nine (9), Township Fifteen (15) North, of Range Eighteen (18) East.

The West Half of the Southwest Quarter (W1/2 SW1/4) of Section Ten (10), Township Fifteen (15) North, of Range Eighteen (18) East.
EXCEPTING THEREFROM land deeded for highway purposes by Deed Volume 226 of Deeds on pages 285 and 286, Fond du Lac County, Wisconsin.

FURTHER EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 588 of Records on pages 48 and 49 and in Volume 588 of Records on pages 50 & 51.

ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

The West Half of the East Half of the Southwest Quarter (W1/2 E1/2 SW1/4) of Section Ten (10), Township Fifteen (15) North, Range Eighteen (18) East, Fond du Lac, County, Wisconsin.

EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

This conveyance shall be binding on the grantor, his heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And.....being the owner...and holder..of...certain.....lien..against said premises, do hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the person joining in and consenting to this conveyance, this 31st day of March, 1928.

Edward Butler.

(SEAL)

In Presence of

J. J. Weber
J. S. McCullough

State of Wisconsin }
Fond du Lac County } ss

Personally came before me this 31st day of March, 1928, the above named Edward Butler to me known to be the persons who signed the foregoing instrument and acknowledged the same.

J. J. Weber

Notary Public.

My commission expires Sept. 29th 1929

(NOTARIAL SEAL)

Received for record this 11th day of April A.D. 1928 at 8:00 o'clock A.M. and recorded in Volume 226 of Deeds on pages 428 and 429.

W. Brunkhorst
Register of Deeds.

155571 226/429 CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES.

Reilly to F.D.L. Co. It having been deemed necessary, for the proper improvement of a State Trunk Highway, to change or relocate a portion thereof through lands owned by William Reilly and Jenny Reilly in the Town of Empire, Fond du Lac County, 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 owners, for a valuable consideration, to-wit: the sum of Forty-Eight and 50/100ths-----Dollars (\$48.50) in hand paid, the receipt of which is hereby acknowledged do hereby grant and convey to Fond du Lac County, Wisconsin, for highway purposes as long as so used, the lands of said owners necessary for said relocation shown on the said plat and described as follows, to-wit;

A strip of land in the northwest quarter of the southeast quarter of Section 9, Town 15 North, Range 18 East, and described as follows:

The north 33 ft. of the northeast quarter of the southeast quarter of said Section 9, beginning at the west line of the northeast quarter of the southeast quarter of said Section 9 and extending easterly a distance of 1320 ft., excepting that portion included in the above description which has already been released for highway purposes, all as shown on the plat filed in accordance with Section 83.08; of the Statutes of 1925, and containing 0.21 acres of land more or less.

This conveyance shall be binding on the grantor, their heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And.....being the owner...and holder..of....certain.....lien....against said premises, do...hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the persons joining in and consenting to this conveyance, this 2nd day of April, 1928.

In Presence of

J. J. Weber
J. S. McCullough

William Reilly
Jenny Reilly

(SEAL)
(SEAL)

State of Wisconsin }
Fond du Lac County } ss

Personally came before me this 2nd day of April, 1928, the above named William Reilly and Jenny Reilly to me known to be the persons who signed the foregoing instrument and acknowledged the same.

J. J. Weber

Notary Public

my commission expires Sept. 29th 1929
(NOTARIAL SEAL)

Received for record this 11th day of April A.D. 1928 at 8:00 o'clock A.M. and recorded in Volume 226 of Deeds on page 429.

W. Brunkhorst

PHOTOSTAT STATE OF WISCONSIN Form No. 1	VOLUME AND PAGE 232742 VOL 588 PAGE 48	DOCUMENT NO. _____
QUIT CLAIM DEED		
Section 235.16, Wisconsin Statutes		

This Indenture, Made by Bernard H. Halbur and Katherine R. Halbur, his wife
 grantor, of Fond du Lac County, Wisconsin, hereby
 quit-claims to State of Wisconsin
 grantee, of _____ Wisconsin, for the
 sum of One dollar and other good and valuable consideration
 the following tract of land in Fond du Lac County, State of Wisconsin:

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9 and the northwest one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, lying within the following described traverse:

Begin at the west one-quarter corner of said Section 10, which is also the east one-quarter corner of said Section 9 (The west line of the northwest one-quarter of said Section 10 bears North 01° 42' 18" West); thence east along the centerline of S.T.H. 23, 378.80 feet; thence North 88° 25' East 500.00 feet along said centerline; thence South 01° 35' East 33 feet; thence southwesterly to a point which is 378.80 feet East and 90 feet south of the point of beginning; thence westerly to a point on the present south right of way limits of S.T.H. 23, which is 421.20 feet west and 33 feet south of the point of beginning; thence north 33 feet to the centerline of S.T.H. 23; thence east 421.20 feet along said centerline to the point of beginning.

This parcel contains 0.85 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 east 421.20 feet of the southeast one-quarter of Section 9 and the west 378.80 feet of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East.

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 restricted access point, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access point may be Public (connecting a public road to S.T.H. 23) or Private (a driveway under the jurisdiction of the land owner, and subject to the following provisions:

A. Private access point shall be used for farm and/or single family purposes only.

B. Public access points shall:

1. Be at least 1,000 feet from any other public access point to S.T.H. 23.

2. Be at least 400 feet from any Private access point to S.T.H. 23.

3. Include the dedication of vision triangles which have a 500-foot leg, as measured along the centerline of S.T.H. 23 and a 150-foot leg, as measured along the centerline of the intersecting Public access point, and include the restriction of access across said triangles.

C. The intent of these provisions is to have new public highways laid out so as to provide ultimately for an orderly overall access pattern in the area in accordance with the intent of Chapter Hy. 33, Wisconsin Administrative Code.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on JUNE 1 - 1968. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

"In lieu of a Partial Release of Mortgage on the above tract, the attached agreement between the grantee and the mortgagee is invoked."
 Project T 017-3 (24)

Parcel 2.

In Witness Whereof, the said grantor s have hereunto set their hands and seal s this 19th day of April, A. D. 19 68

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer
Victor C. Hammer

Bernard H. Halbur (SEAL)
Bernard H. Halbur

Katherine R. Halbur (SEAL)
Katherine R. Halbur

(SEAL)

(SEAL)

THIS INSTRUMENT WAS DRAFTED BY
State of Wisconsin Highway
Commission

RECEIVED FOR RECORD

July 10th 19 68
at 8:00 o'clock P. M.

Kenneth S. Bely
Register of Deeds.

Deputy.

STATE OF WISCONSIN,
Fond du Lac County, ss.

Personally came before me this 17th day of April, A. D. 19 68
the within named Bernard H. Halbur
and Katherine H. Halbur

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

(SEAL)

Victor C. Hammer
Victor C. Hammer
Notary Public Waukesha County, Wis.
My commission expires 7-17-1972

Project T 017-3(26)

588 PAGE 49

Parcel 2

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

3-516

DOCUMENT NO.

VOL. 588 PAGE 50

232743

This Indenture, Made by Rose Gindt, a single woman
grantor of Fond du Lac County, Wisconsin, hereby conveys and warrants
to State of Wisconsin
grantee of County, Wisconsin,
for the sum of Five Hundred Forty and no/100 (\$540.00) Dollars

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9 and the northwest one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, lying within the following described traverse:

Begin at the west one-quarter corner of said Section 10, which is also the east one-quarter corner of said Section 9 (The west line of the northwest one-quarter of said Section 10 bears North 01° 42' 18" West); thence east along the centerline of S.T.H. 23, 378.80 feet; thence North 88° 25' East 500.00 feet along said centerline; thence South 01° 35' East 33 feet; thence southwesterly to a point which is 378.80 feet East and 90 feet south of the point of beginning; thence westerly to a point on the present south right of way limits of S.T.H. 23, which is 421.20 feet west and 33 feet south of the point of beginning; thence north 33 feet to the centerline of S.T.H. 23; thence east 421.20 feet along said centerline to the point of beginning.

This parcel contains 0.85 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 east 421.20 feet of the southeast one-quarter of Section 9 and the west 378.80 feet of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East.

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 restricted access point, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access point may be Public (connecting a public road to S.T.H. 23) or Private (a driveway under the jurisdiction of the land owner, and subject to the following provisions:

A. Private access point shall be used for farm and/or single family purposes only.

B. Public access points shall:

1. Be at least 1,000 feet from any other public access point to S.T.H. 23.
2. Be at least 400 feet from any Private access point to S.T.H. 23.
3. Include the dedication of vision triangles which have a 500-foot leg, as measured along the centerline of S.T.H. 23 and a 150-foot leg, as measured along the centerline of the intersecting Public access point, and include the restriction of access across said triangles.

C. The intent of these provisions is to have new public highways laid out so as to provide ultimately for an orderly overall access pattern in the area in accordance with the intent of Chapter Hy. 33, Wisconsin Administrative Code.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on June 1, 1968. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

"In lieu of a Partial Release of Mortgage on the above tract, the attached agreement between the grantee and the mortgagee is invoked."

Project T 017-3 (24)

Parcel 2

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor, he hereunto set her hand and seal this 17th day of April, A.D. 1968

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer
Victor C. Hammer

Rose Gindt (SEAL)
Rose Gindt

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN

Fond du Lac

County

Personally came before me, this 17th day of April, A.D. 1968,
the above-named Rose Gindt

RECEIVED FOR RECORD

10th DAY OF July
A.D. 1968 AT 8:00
O'CLOCK A.M. AND RECORDED IN VOL
588 OF Records PAGE 50

Kenneth S. Bety
REGISTER OF DEEDS

Fond du Lac COUNTY

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

Victor C. Hammer
Victor C. Hammer
(SEAL) Notary Public Waukesha County, Wisconsin
My Commission expires 7-17, A.D. 1970

Negotiated by V. C. Hammer

This instrument was drafted by the State Highway Commission of Wisconsin.

Project T 017-3(26)

VOL 588 PAGE 51 Parcel No. 2

DOCUMENT NO.

321817

This Indenture, Made by Rose Gindt (A Widow)
 grantor of Fond du Lac County, Wisconsin, hereby conveys and warrants
 to the State of Wisconsin, Department of Transportation, Division of Highways
 grantee of County, Wisconsin
 for the sum of One Thousand Fifty and 00/100 (\$1,050.00) Dollars

(See attached Page 2 for legal description)

THIS CONVEYANCE IS EXEMPT FROM THE
 TRANSFER FEE PURSUANT TO SEC. 77.25(2)

FEE

77.25(2)
 EXEMPT

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.02, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 22nd
 day of February, A.D., 19 77

SIGNED AND SEALED IN PRESENCE OF

Rose Gindt (SEAL)
Rose Gindt

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN

Fond du Lac County, } ss.

The foregoing instrument was acknowledged before me this 22ndday of February, A.D., 19 77Rose Gindt (A Widow)

RECEIVED FOR RECORD

DAY OF _____
 A.D. 19 ____ AT _____
 O'CLOCK ____ M. AND RECORDED IN VOL. _____
 OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

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

Project I.D. 1442-01-21 OF 017-3(18)

Page 1 of 2

Parcel No. 40

Harry K. Hopkins
 Notary Public

My Commission expires Sept. 11 A.D. 1977

Negotiated by H. K. Hopkins

VOL 754 PAGE 857

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9; the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of the southeast one-quarter of said Section 9; thence South 89° 48' 32" West along the north line of said southeast one-quarter 1315.73 feet to the west line of the northeast one-quarter of said southeast one-quarter; thence South 1° 24' 48" East along said line 33.01 feet; thence North 89° 48' 32" East 306.49 feet; thence South 73° 47' 05" East 208.74 feet; thence North 89° 34' 36" East 400.00 feet; thence North 63° 30' 19" East 111.33 feet; thence South 86° 07' 43" East 689.07 feet; thence North 81° 43' 50" East 422.49 feet; thence North 89° 34' 36" East 1165.29 feet to the east line of the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10; thence North 2° 14' 15" West along said line 23.47 feet to the north line of said southwest one-quarter; thence South 89° 52' 31" West along said line 1961.58 feet to the point of beginning.

This parcel contains 1.27 Acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 northeast one-quarter of the southeast one-quarter of said Section 9, the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10.

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 west 894.53 feet of the northeast one-quarter of the southeast one-quarter of said Section 9 and two access points in the east 1582.79 feet of the west 1961.59 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

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 421.20 feet of the southeast one-quarter of said Section 9 and the west 378.80 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access to said highway to be used for farm and residential purposes only and such right of access to continue only so long as used for said purposes.

These access rights supercede access rights recorded in Volume 588 of Fond du Lac County Records, on Page 50.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 22 APRIL 1977. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 2:35 PM.

MAY 12 1977

Vol. 754, Records Page 858

GEORGE H. OTTERY

REGISTER OF DEEDS

DOCUMENT NO.

321818

THIS INDENTURE, Made by Bernard H. Halbur and Katherine Halbur, his wifegrantor s of Fond du Lac County, Wisconsin, hereby quit-claims to the State of Wisconsin, Department of Transportation, Division of Highwaysgrantee
of Good and Valuable Consideration Dollars, Wisconsin, for the sum ofthe following tract of land in Fond du Lac County, State of Wisconsin;

(See attached Page 2 for legal description)

THIS CONVEYANCE IS EXEMPT FROM THE
TRANSFER FEE PURSUANT TO SEC. 77.25(2)

FEE

77.25(2)
EXEMPTIN WITNESS WHEREOF, the said grantors he VE hereunto set their hand S and seal S this 22nd day of February, A.D., 19 77.

SIGNED AND SEALED IN PRESENCE OF

Bernard H. Halbur (SEAL)
Katherine Halbur (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF WISCONSIN,
County, } ss.Personally came before me, this 22nd day of February, A.D., 19 77
the above named Bernard H. Halbur and Katherine Halbur, his wife

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

Notary Public Harry K. HopkinsMy Commission (Expires) Sept. 11, 1977This instrument drafted by
State of Wisconsin, Department of
Transportation, Division of Highways
Parcel I.D. 1442-01-21 of 017-3(18)

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

QUIT CLAIM DEED--STATE OF WISCONSIN, FORM NO. 13

VOL 754 PAGE 859

K. C. MILLER CO., MILWAUKEE

QUIT CLAIM DEED
STATE OF WISCONSIN--FORM 13
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 2:35 PM

MAY 12 1977

Vol. 754 Records Page 859GEORGE H. OTTERY REG
REGISTER OF DEEDS

RETURN TO

Signature Dept of Trans.
2:35 pm
pg. 3

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9; the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 13 East, described as follows: Begin at the northeast corner of the southeast one-quarter of said Section 9; thence South 89° 48' 32" West along the north line of said southeast one-quarter 1315.73 feet to the west line of the northeast one-quarter of said southeast one-quarter; thence South 1° 24' 48" East along said line 33.01 feet; thence North 89° 48' 32" East 306.49 feet; thence South 73° 47' 05" East 208.74 feet; thence North 89° 34' 36" East 400.00 feet; thence North 63° 30' 19" East 111.33 feet; thence South 86° 07' 43" East 689.07 feet; thence North 81° 43' 50" East 422.49 feet; thence North 89° 34' 36" East 1165.29 feet to the east line of the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10; thence North 2° 14' 15" West along said line 23.47 feet to the north line of said southwest one-quarter; thence South 89° 52' 31" West along said line 1961.58 feet to the point of beginning.

This parcel contains 1.27 Acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 northeast one-quarter of the southeast one-quarter of said Section 9, the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10.

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 west 894.53 feet of the northeast one-quarter of the southeast one-quarter of said Section 9 and two access points in the east 1582.79 feet of the west 1961.59 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

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 421.20 feet of the southeast one-quarter of said Section 9 and the west 378.80 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access to said highway to be used for farm and residential purposes only and such right of access to continue only so long as used for said purposes.

These access rights supercede access rights recorded in Volume 588 of Fond du Lac County Records, on Page 50.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 22 APRIL 1977. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Wisconsin Bell, Inc.

484639

Right-of-Way Grant

M-3878
(5-84)

398-46-7262

In consideration of the sum of FOUR HUNDRED AND NO/100 Dollars (\$ 400.00), the undersigned grant and convey unto Wisconsin Bell, Inc. an exclusive right of way and easement to place, replace, maintain and remove an underground cable line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor S in the Town of Empire, Fond du Lac County, Wisconsin, and described as:

- The northerly 10 feet abutting the highway (S.T.H. "23") of:
- (1) The northeast quarter of the southeast quarter of Section 9, Township 15 North, Range 18 East except highway.
 - (2) The northwest quarter of the southwest quarter and of the west one half of the northeast quarter of the southwest quarter of Section 10, Township 15 North, Range 18 East except highway.

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain and remove additional underground cable lines, together with associated appliances, subsequent to the placing of the 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 5 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 line or lines; and the right to cut down and, by continued cutting or by chemical treatment, to control the future growth of all trees and brush which may, in the judgment of the grantee, interfere with the exercise of the rights herein granted.

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

The grantor S covenant not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said line or lines and associated appliances.

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

Signed this 4th day of October 19 90.

Witness:

Raymond B. Halbur
Raymond B. Halbur
Rae Nell Halbur
Rae Nell Halbur

BADGER RIGHT-OF-WAY, INC.
2323 Sheela Avenue
Zau Claire, WI 54701

VOL 1028 PAGE 645

FCC Form No 4802

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

Personally appeared before me this 4th day of October 19 99.

Raymond B. Halbur and Rae Nell Halbur

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

Richard J. Smasal
Notary Public, State of Wisconsin
Richard J. Smasal
My commission expires May 2, 19 93.

Document Drafted By

Wisconsin Bell, Inc.

By RICHARD J. SMASAL

RECORDED
VOL 1028 PAGE 645-646
Oct 29 8 20 AM '98
Mary E. Smith
REGISTERED CLERK
FOND DU LAC COUNTY, WI



VOL 1028 PAGE 646

This document drafted by:

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

557695

WISCONSIN NONPOINT SOURCE
WATER POLLUTION ABATEMENT PROGRAM
COST SHARE AGREEMENT
Form 3400-68 Rev. 1-90

RECEIVED FOR RECORD

VOL 1188 PAGE 115 - 116

JUN 14 AM 8:06

Note: This form is authorized by s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources will result in the denial of cost share funds.

Watershed Project Name <u>Lake Winnebago East</u>	Governmental Unit <u>FDL County</u>	Cost Share Agreement No. <u>WNE-045</u>
Name of Cost Share Recipient(s) <u>Raymond & Rae Nell Halbur</u>	Name of Landowner(s) (if not cost share recipient) <u></u>	
Street or Route <u>W3704 Hwy 23</u>	Street or Route <u></u>	
City, State, Zip Code <u>Fond du Lac, WI 54935</u>	City, State, Zip Code <u></u>	

This space reserved for recording data.

Legal Description of Property

S9 T15N R18E NE $\frac{1}{4}$ SE $\frac{1}{4}$ EXC HWY REC V754-857&859 (V984-191) 39.07A S9 T15N R18E SE $\frac{1}{4}$ SE $\frac{1}{4}$ (V984-191) 40A
S10 T15N R18E W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ EXC HWY REC V754-857&859
(V984-191) 19.65A S10 T15N R18E NW $\frac{1}{4}$ SW $\frac{1}{4}$ EXC HWY REC
V754-857 & 859 (V984-191) 39.21A S10 T15N R18E SW $\frac{1}{4}$ SW $\frac{1}{4}$
(V984-191) 40A S10 T15N R18E W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (V984-191) 20A

Return to:

Lynn A. Mathias 12
County Conservationist
Ag Service Center
W6529 Forest Ave
Fond du Lac, WI
54937

(Type Name/Address of Govt. Unit Rep.)

The property described above is enrolled in Wisconsin's Nonpoint Source Water Pollution Abatement Program. Cost share funds have been provided to the cost share recipient in return for the installation, operation and maintenance of best management practices (BMPs) in conformance with s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code.

ADDENDUMS 1 AND 2, WHICH DESCRIBE THE BMPs, COSTS, INSTALLATION SCHEDULE AND CONDITIONS, ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND ARE ON FILE WITH THE GOVERNMENTAL UNIT AND THE DNR HEADQUARTERS IN MADISON, WISCONSIN. ADDENDUMS 1 AND 2 ARE NOT RECORDED WITH THE TITLE OF THE PROPERTY DESCRIBED ABOVE.

Full repayment of all cost share funds paid out by the Wisconsin Nonpoint Source Water Pollution Abatement Program is required of the landowner if the BMPs are not installed, operated and maintained according to the provisions of s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code, this agreement and any amendments to this agreement. This agreement shall bind the cost share recipient, the landowner, their heirs, successors and assigns until a satisfaction is filed by the governmental unit.

Signed this 25TH day of MAY, 1994

Raymond B. Halbur
Signature of Cost Share Recipient

Raymond B. Halbur
Typed Name of Cost Share Recipient

Rae Nell Halbur
Signature of Cost Share Recipient

Rae Nell Halbur
Typed Name of Cost Share Recipient

STATE OF WISCONSIN

Personally came before me this 25th day ofFond du Lac CountyMay, 1994, the above named

Raymond B. & Rae Nell Halbur to me known to be the person (s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Lynn A. Mathias

Typed Name of Notary Public

Notary Public Fond du Lac County, Wis.My commission (is permanent)(expires March 15, 1998).

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