



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

Refer Inquiries to: Mike Thorn (miket@knightbarry.com)  
Completed on:5/4/10 9:55 am  
Last Revised on:5/4/10 9:55 am  
Printed on:5/4/10 9:55 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

Property address:Vacant Land

Land value: \$23,900.00

Improvement value: \$20,000.00

Total value: \$43,900.00

Fair market value: \$43,800.00

Legal description: The Northwest 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 the following parcels:

1. That portion as described by the Deed recorded August 12, 1941 in Volume 266 on page 600, as Document No. 33680.
2. Certified Survey Map No. 141 recorded October 30, 1970 in Volume 2 of Certified Survey Maps on page 141, as Document No. 252084.
3. Certified Survey Map No. 1597 recorded February 22, 1977 in Volume 9 of Certified Survey Maps on page 97, as Document No. 318752.
4. Certified Survey Maps No. 7084 recorded July 7, 2006 in Volume 50 of Certified Survey Maps on page 91, as Document No. 865550.

Tax Key No: T08-15-18-09-14-001-00

**Mortgages, Judgments, Liens, Taxes**

1. General Taxes for the year 2010 .
2. Taxes for the year 2009 in the amount of \$701.26 are being paid on a payment plan. The balance due is \$319.86 . 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 . This Mortgage contains more property than searched.
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 . This Mortgage contains more property than searched.
5. Restrictions contained in Quit Claim Deed and other matters contained in the instrument recorded June 13, 1988 in Volume 973, page 620 as Document No. 453438 .
6. Right of Way Grant and other matters contained in the instrument recorded October 29, 1990 in Volume 1028, page 651 as Document No. 484642 .
7. 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.



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#### 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 .

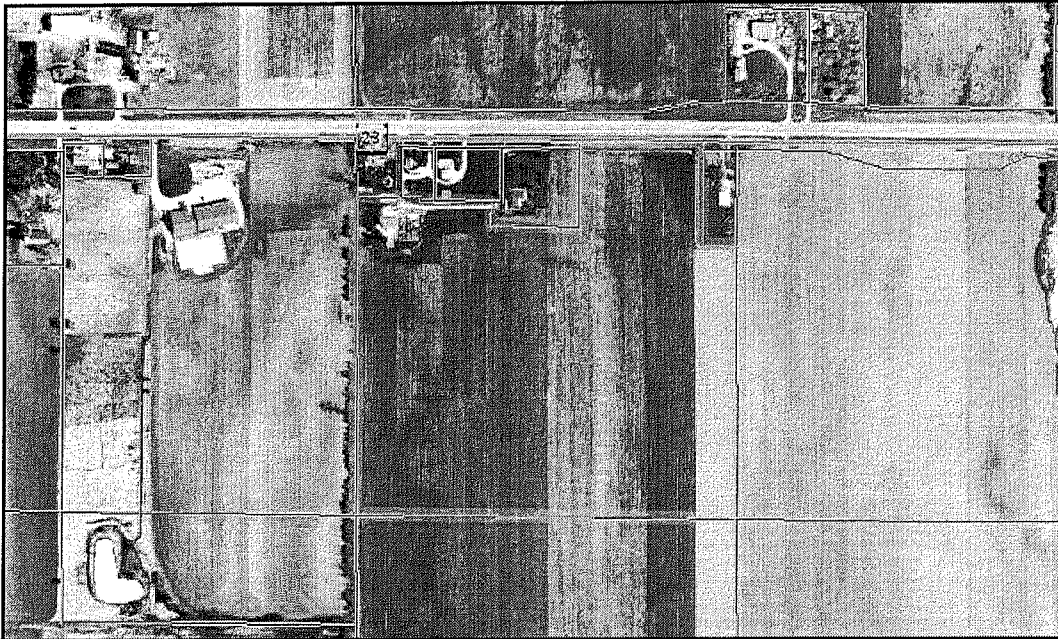
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at [www.knightbarry.com/termsletterreport](http://www.knightbarry.com/termsletterreport) (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have 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: T08-15-18-09-14-001-00

Page 1 of 2

## Location Information



Municipality: TOWN OF EMPIRE  
Primary Owner Name: RAYMOND B HALBUR  
Secondary Owner Name: RAE NELL HALBUR  
Location Address: W3704 STATE ROAD 23  
Mailing Address: FOND DU LAC WI 54937  
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 NW 1/4 SE 1/4 EXC V266-600 & EXC CSM #141-2-141 #1597-9-97 #7084-50-91 (923152) 34.66A

(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  
Total Acres: 34.66  
Volume: 0  
Page: 0  
Document Number: 923152

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

## Assessment Information

	2009	2008
Assessed Acres	34.66	34.66
Land Value	\$23,900.00	\$21,650.00
Improvement Value	\$20,000.00	\$20,900.00
Total Value	\$43,900.00	\$42,550.00
Fair Market Value	\$43,800.00	\$51,400.00
Fair Market Ratio	1.0032	0.8272

## Real Estate Tax Information

	2009	2008
Original Tax	\$701.26	\$788.75
Lottery Credit	\$0.00	\$73.60
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$639.72	\$683.26
Special Assessments	\$0.00	\$0.00
Total Taxes	\$639.72	\$683.26
Total Payments	\$319.86	
Balance Due	\$319.86	

13/2

TRUSTEEN DEED

**WISCONSIN TRUSTEES DEED**

Page 2

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NUMBERS: T08-15-18-09-14-001-00  
T08-15-18-09-15-001-00

PARCEL 1: THE EAST 15 RODS OF THE WEST ¼ OF THE SOUTHEAST ¼ 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.

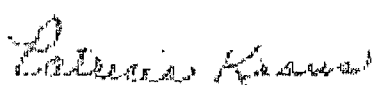
THE WEST ¼ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 15 NORTH OF RANGE 18 EAST, EXCEPT THE EAST 15 RODS THEREOF AND ALSO EXCEPTING THAT PIECE AND PARCEL OF LAND DESCRIBED AS: BEGINNING AT A POINT IN THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9, 33 FEET SOUTH FROM THE POINT OF INTERSECTION OF THIS 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 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 PM IN VOLUME 50, PAGE 91 AS DOCUMENT NO. 875550;

BEING PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 9, TOWNSHIP 15 NORTH, RANGE 18 EAST, TOWN OF EMPIRE, FOND DU LAC COUNTY, WISCONSIN.

(TAX KEY NOS. T08-15-18-09-14-001-00 AND T08-15-18-09-15-001-00)

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21 6	<b>WISCONSIN MORTGAGE</b> BGM402 (12/09)	DOC# 953205  Recorded JAN. 13, 2010 AT 03:39PM    PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$21.00
(Document Number)		
Return to: Badgerland Financial P.O. Box 870 Fond du Lac, WI 54936-0870 Attn: Sharon		
Tax Parcel ID: See Exhibit A.		
		(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:

Date of Note(s)	Face Amount(s)	Maturity Date(s)
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.

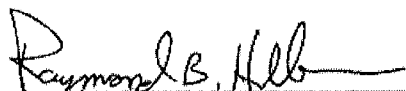
**16. Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

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

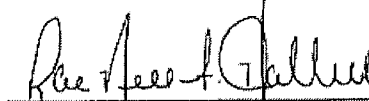
**18. Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

**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 Neil F Halbur

## ACKNOWLEDGMENTS

(Individual)

STATE OF WISCONSIN

)

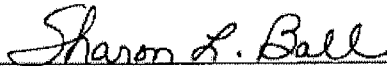
) ss.

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.



\_\_\_\_\_, Notary Public

My 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.**

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

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

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5

# 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*

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 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, 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.

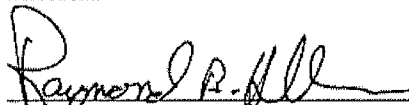
**16. Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

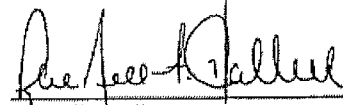
**17. Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

**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

)

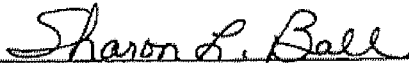
) ss.

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

4

**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.

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

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

Allan L. Edgarton  
 Notary Public, Fond du Lac County, Wis.  
 My Commission expires June 25 A. D., 1944

Personally came before me this 23 day of June, 1941, the above named Alice May Wadsworth, to say knowing to be the person who executed the foregoing instrument and acknowledged it. I, Edward Antony Pauli, Notary Public, do hereby certify.

Dated My commission expires: July 4, A.D. 1942 (Notaried Seal)

the same  
County of Scott 355  
State of Iowa 355

CERTIFIED SURVEY MAP FOR  
BERNERT WELLEN, SR.

252084

OF UNPLATTED LAND IN THE  
NW 1/4, SE 1/4, SECTION 9, T. 15 N., R. 18 E.  
FOND DU LAC COUNTY, WISCONSIN

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

The dedication of streets and other public areas as indicated  
hereon are approved.

Dated 12-18-76

By Robert L. Krueger  
Attorney General

DEED

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

Approved in accordance with the Subdivision

Control Ordinance relating to October

1976

FOND DU LAC COUNTY PLANNING AGENCY  
By Robert L. Krueger

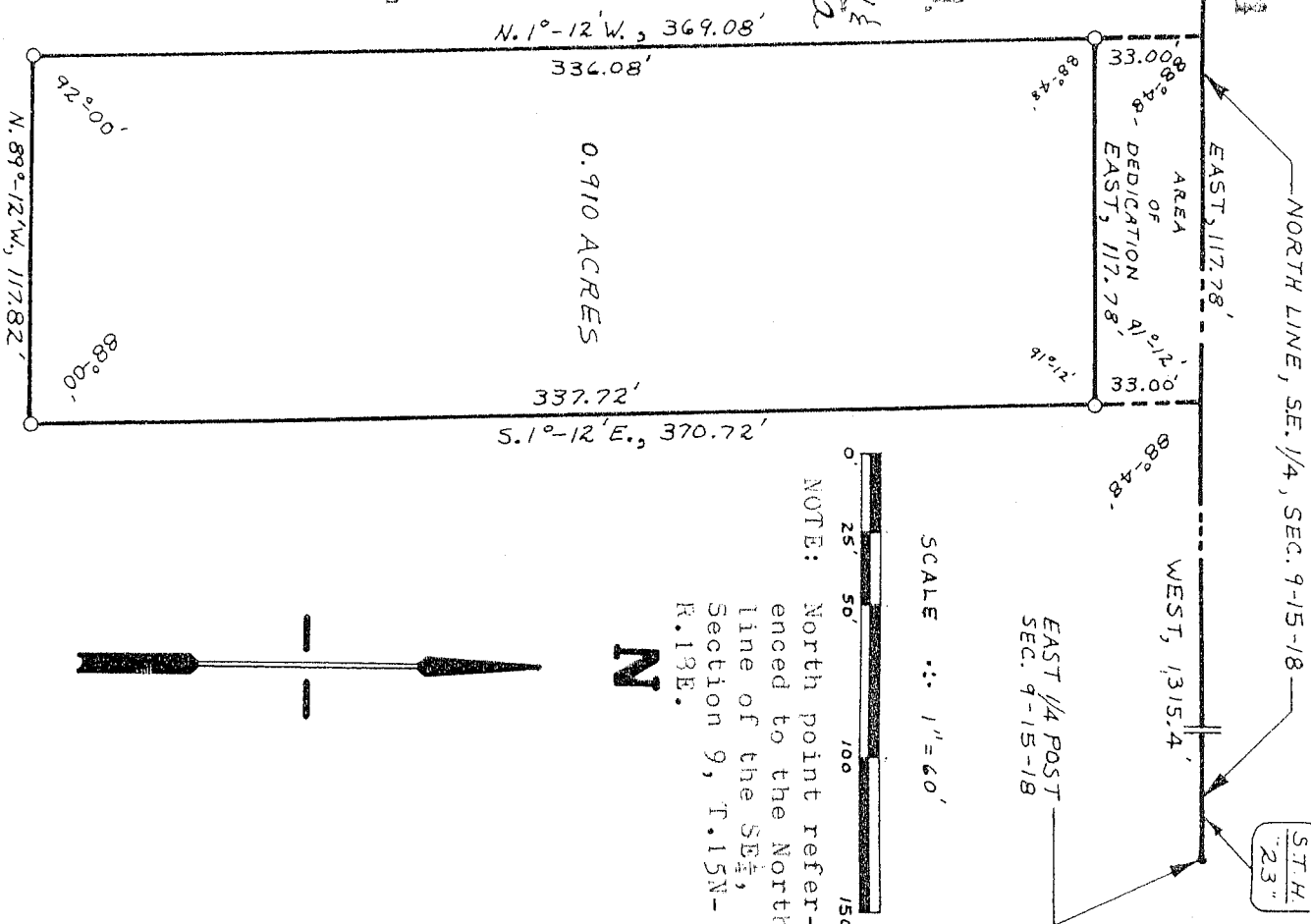
REGISTER'S OFFICE  
FOND DU LAC COUNTY, WIS.

RECORDED AT 2:05 P.M.  
OCT 30 1976

Vol. 2, Cert. Survey Map 141  
Recorded S. Oct. 14/76

RECORDED AT 2:05 P.M.

All corners monumented with  
1" x 2 1/2" iron pipe weighing  
no less than 1.13 lb/ft and  
shown as o.



1-800-EXOR'S SECRET

I, Don E. Panetti, Registered Land Surveyor, hereby certify:

That I have surveyed and mapped a parcel of land in the NW<sup>1</sup>, SE<sup>1</sup> of Section 9, Township 15 North, Range 18 East, Fond du Lac County, Wisconsin.

That I have made such certified survey by the direction of Herbert Mueller, Sr., said parcel being bounded and described as follows:

COMMENCING at the Northeast corner of the Southeast One-Quarter (East  $\frac{1}{4}$  Post) of Section 9, Township 15 North, Range 18 East, Fond du Lac County, Wisconsin; thence running West, 1,315.4 feet along the North line of said Southeast One-Quarter to the PLACE OF BEGINNING for the description of this parcel;

thence South 10-12' East, 370.72 feet along the East line of the West One-Half of said Southeast One-Quarter;

thence North 39-12' West, 117.82 feet;

thence North 10-12' West, 369.03 feet parallel with said East line;

thence East, 117.73 feet along said North line to the place of beginning and containing 1.00 acre of land more or less.

That such is a correct representation of all exterior boundaries of the land surveyed.

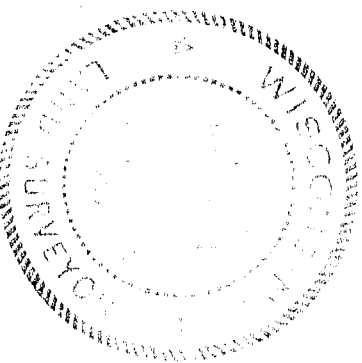
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in surveying and mapping the same.

DON E. FARNETT, R.L.S. No. 5-938

Fond du Lac County Surveyor  
Fond du Lac County, Wisconsin

October 16, 1970  
Project No. 70234

Project No. 20234



# OVER'S EFFECTS OF DEPLETION

As owner's, we hereby certify that we caused the land described on this plat to be surveyed, mapped and dedicated as represented on this 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:

- (1) Town of Empire
- (2) Fond du Lac County Planning Agency
- (3) Fond du Lac County Highway Commission

WITNESS the hand and seal of said owners this  
 day of \_\_\_\_\_, 19\_\_\_\_.

In presence of: \_\_\_\_\_

STATE OF MISSISSIPPI SS  
FOND DU LAC COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above named, \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

BY COMMISSIONER OF



CERTIFIED SURVEY MAP FOR

HERBERT MUELLER

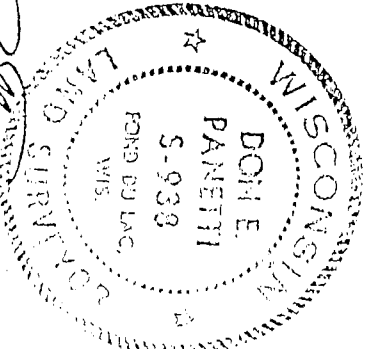
OF UNPLATTED LAND IN THE  
N.W. 1/4 OF THE S.E. 1/4, SECTION 9, T. 15 N. R. 18 E.  
FOND DU LAC COUNTY, WISCONSIN

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

The dedication of streets and other public areas as indicated  
hereon are approved.

Dated 2-11 19 77

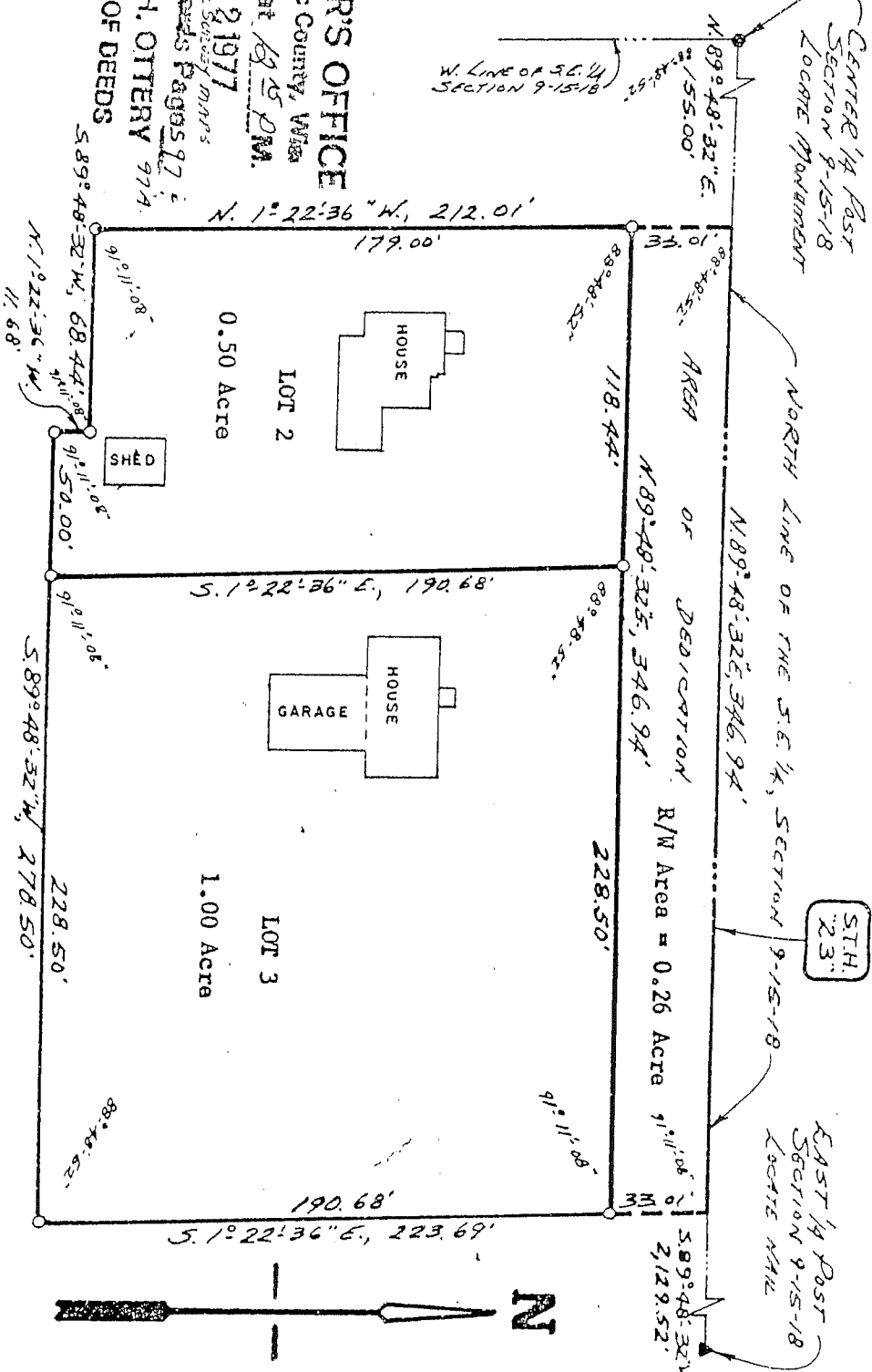
Town Village of Empire  
By Samuel H. Mueller  
Chairman President  
ATTEST: Rogel H. Mueller  
Clerk



REGISTER'S OFFICE  
Fond du Lac County, Wis.  
Recorded at 4:25 PM.  
Feb 22 1977  
Vol. 9 Pages 92  
GEORGE H. OTERY 974  
REGISTER OF DEEDS

STATE OF WISCONSIN  
FOND DU LAC COUNTY } SS  
Approved in accordance with the Subdivision  
Control Ordinance this 184 day of Feb  
19 77

FOND DU LAC COUNTY PLANNING AGENCY  
By Robert L. Knoff  
Director of Planning



NOTE: North point referenced to Wisconsin Coordinate System with 0°-0'-00" being "Grid North".

NOTE: All corners monumented with 1" x 24" iron pipe weighing no less than 1.13 lb/ft and shown as o.

SCALE: 1" = 60'



-SURVEYOR'S CERTIFICATE-

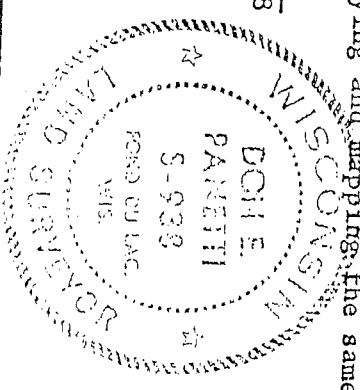
I, Don E. Panetti, Registered Land Surveyor, hereby certify: That I have surveyed and mapped a parcel of land in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9, Township 15 North, Range 18 East, Fond du Lac County, Wisconsin.

That I have made suchcertified survey by the direction of Herbert Mueller, said parcel being bounded and described as follows:

COMMENCING at the Northeast Corner of the Southeast One-Quarter (East  $\frac{1}{4}$  Post) of Section 9, Township 15 North, Range 18 East, Fond du Lac County, Wisconsin and going thence SOUTH 89°-48'-32" WEST, 2,129.52 feet along the North line of said Southeast One-Quarter to the PLACE OF BEGINNING for the description of this parcel, which is more particularly described as follows:  
thence SOUTH 1°-22'-36" EAST, 223.69 feet along a line parallel with the West line of said Southeast One-Quarter;  
thence SOUTH 89°-48'-32" WEST, 278.50 feet along a line parallel with said North line;  
thence NORTH 1°-22'-36" WEST, 11.68 feet along a line parallel with said West line;  
thence SOUTH 89°-48'-32" WEST, 68.44 feet along a line parallel with said North line;  
thence NORTH 1°-22'-36" WEST, 212.01 feet along a line parallel with said West line to said North line;  
thence NORTH 89°-48'-32" EAST, 346.94 feet along said North line to the place of beginning.

The above described parcel contains 1.76 acres of land more or less.  
That such is a correct representation of all exterior boundaries of the land surveyed.  
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in surveying and mapping the same.

*Don E. Panetti*  
DON E. PANETTI, R.L.S. No. S-938  
Fond du Lac County Surveyor  
Fond du Lac County, Wisconsin



January 25, 1977  
Project No. 77107

-OWNER'S CERTIFICATE OF DECIGATION-

As owner's, we hereby certify that we caused the land described on this plat to be surveyed, mapped and delineated as represented on this 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:

- (1) Town of Empire
- (2) Fond du Lac County Planning Agency
- (3) Fond du Lac County Highway Commission

WITNESS the hand and seal of said owners this 27th day of January, 1977.  
In presence of:

*Carolyn A. Manley*  
Carolyn A. Manley

*Robert H. Hickey*  
Robert Hickey

STATE OF WISCONSIN)  
FOND DU LAC COUNTY)

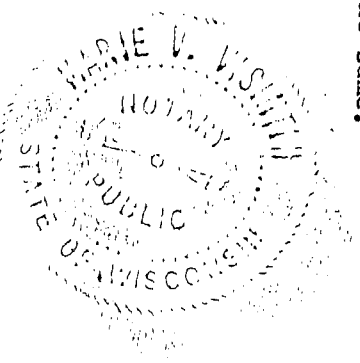
OWNER *(S) Herbert R. Mueller*

Personally came before me this 27th day of January, 1977, the above named, Herbert

R. Mueller, and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Marie V. Vinstin*  
Marie V. Vinstin  
Notary Public

NOTARY PUBLIC State of Wisconsin  
My Commission Expires November 11, 1979



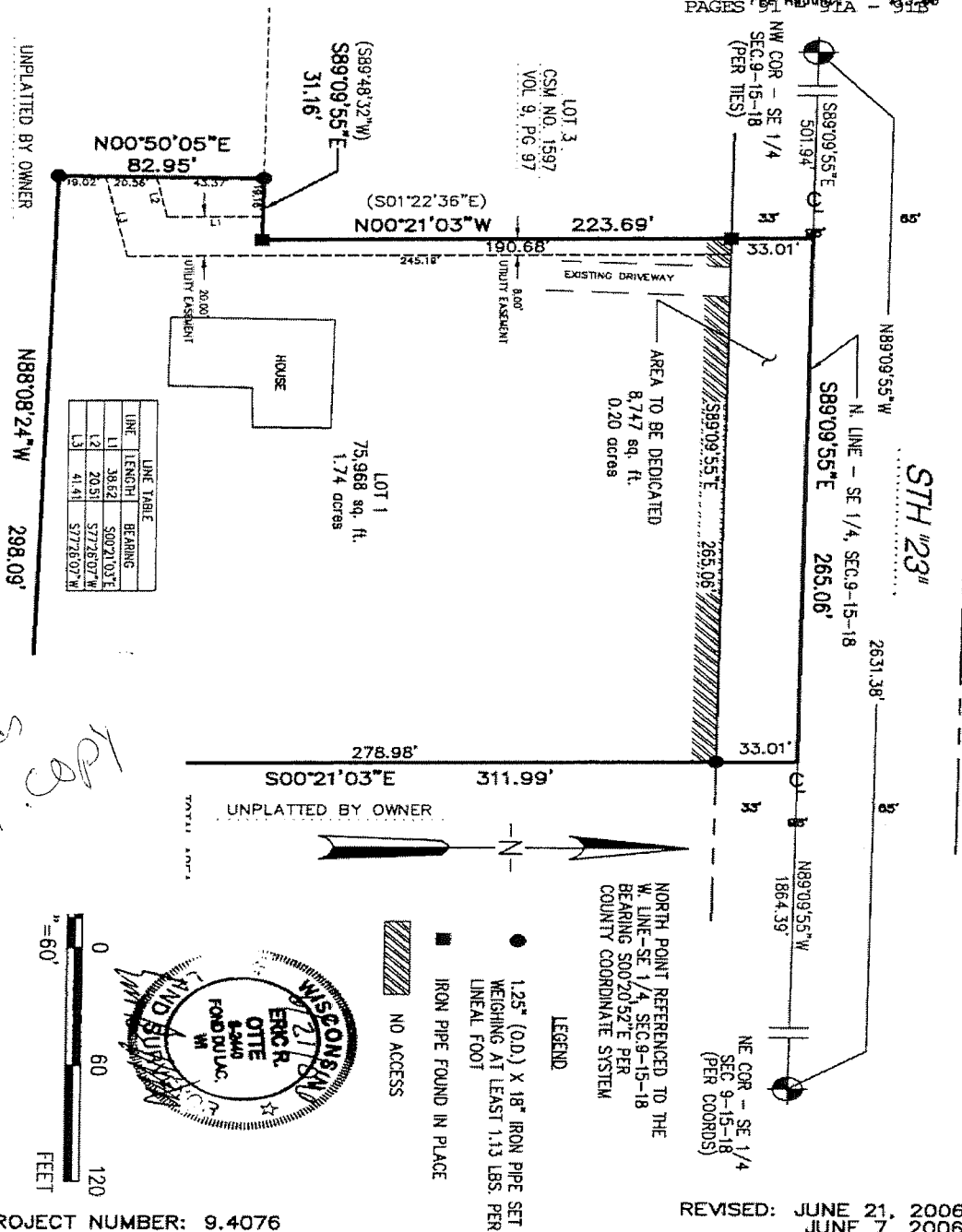
DOC# 875550

Filed  
JULY 07, 2006 AT 01:39PM

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

FOR

BERNARD H. AND KATHERINE R. HALBUR LIVING TRUST

PART OF THE NW 1/4 OF THE SE 1/4,  
SECTION 9, T. 15 N - R. 18 E,  
TOWN OF EMPIRE, FOND DU LAC COUNTY, WISCONSINPATRICIA KRAUS  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
VOLUME 50 OF CERTIFIED SURVEY MAPS  
PAGES 91 OF 91

CERTIFIED SURVEY MAP # 7084

VOLUME 50

PAGE 91

SHEET 1 OF 3 SHEETS

SURVEYOR'S CERTIFICATE

I, Eric R. Otte, 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 Bernard H. and Katherine R. Halbur Living Trust, bounded and described as follows:

A part of the Northwest 1/4 of the Southeast 1/4 of Section 9, 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 9; thence North 89°-09'-55" West along the North line of the Southeast 1/4 of said Section 9, 1864.39 feet to the point of beginning; thence South 00°-21'-03" East, 311.99 feet; thence North 88°-08'-24" West, 298.09 feet; thence North 00°-50'-05" East, 82.95 feet to a point on the South line of Lot 3, Certified Survey Map No. 1597, recorded in Volume 9, Page 97, Certified Survey Maps, Fond du Lac County Register of Deeds Office; thence South 89°-09'-55" East along said South line, 31.16 feet to the Southeast corner of said Lot 3; thence North 00°-21'-03" West along the East line of said Lot 3 and its extension Northerly, 223.69 feet to a point on the North line of the Southeast 1/4 of said Section 9; thence South 89°-09'-55" East along said North line, 265.06 feet to the point of beginning and containing 1.94 acres (84,715 sq. ft.) 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 and the Subdivision Ordinance of Fond du Lac County, City of Fond du Lac, and the Town of Empire in surveying, dividing, and mapping the same.



Eric R. Otte  
Eric R. Otte, R.L.S. No. S-2440

**J.E. Arthur and Associates, Inc.**  
Fond du Lac, Wisconsin 54935

Dated this 7<sup>TH</sup> day of

JUNE, 2006

Project No. 9.4067

Field Notes: Volume 133, Page 57

JW.Roets / Field Asst.

TOWN BOARD RESOLUTION

RESOLVED, that this Certified Survey Map, in the Town of Empire, is hereby approved and the dedication of roadway shown thereon is approved by the Town Board of the Town of Empire, Fond du Lac County, Wisconsin.

Dated: 6/14/2006

Signed: James Pierquet  
Town Chairperson

Signed: [Signature]  
Town Clerk

STATE OF WISCONSIN)  
FOND DU LAC COUNTY) SS

Approved in accordance with the Subdivision Ordinance of Fond du Lac County this 29<sup>th</sup>

Day of June, 2006.

FOND DU LAC COUNTY PLANNING AGENCY

BY Sam Tobias  
Sam Tobias, County Planner

P:\JEA\Documents\BACKUPS\Survey Documents\CSMC 4000-14076\CSMC.DOC

CERTIFIED SURVEY MAP # 7084

VOLUME 50 PAGE 91A

SHEET 2 OF 3 SHEETS

OWNER'S CERTIFICATE OF DEDICATION

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I 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:

1. Fond du Lac County Planning Commission
2. Town of Empire
3. Fond du Lac County Highway Commission
4. City of Fond du Lac

WITNESS the hand and seal of said owner this 22<sup>nd</sup> day of

June, 2006.

In the presence of:

Joanne M. Jersak  
Susan B. Perry

Bernard H. and Katherine R. Halbur Living Trust

Bernard H. Halbur  
Bernard H. Halbur

Katherine R. Halbur  
Katherine R. Halbur

STATE OF WISCONSIN)  
FOND DU LAC COUNTY) SS

Personally came before me this 22<sup>nd</sup> day of June, 2006  
the above named Benard H. and Katherine R. Halbur, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen V. Henning  
Notary Public, Fond du Lac County Wis.

My Commission Expires: 10-21-07

CITY OF FOND DU LAC APPROVAL CERTIFICATE

Approved in accordance with the Subdivision Ordinance of the City of Fond du Lac this 28<sup>th</sup> day of  
JUNE, 2006.

Richard E. Goding  
Richard E. Goding, City Engineer



Eric R. Otte  
6-7-06

CERTIFIED SURVEY MAP # 7084

VOLUME 50

PAGE 91B

SHEET 3 OF 3 SHEETS

DOCUMENT NO.	QUIT CLAIM DEED STATE OF WISCONSIN - FORM 13	THIS SPACE RESERVED FOR RECORDING DATA
<b>453438</b>		
THIS INDENTURE, Made by..... Bernard H. Halbur		<b>RECORDED</b> VOL <b>973</b> PAGE <b>620</b> JUN 13 8 23 AM '88 <i>Mary E. Briskley</i> REGISTER OF DEEDS FOND DU LAC COUNTY, WI
..... grantor.....		
of Fond du Lac..... County, Wisconsin, hereby quit-claims to		
Wisconsin Department of Transportation		
.....		RETURN TO Wisconsin Department of Transportation, 141 N.W. Barstow St., P.O. Box 649, #4 Waukesha, WI 53187
grantee....., of..... County, Wisconsin, for the sum of		
One Hundred and No/100 (\$100.00)		
		Dollars,
the following tract of land in..... Fond du Lac..... County, State of Wisconsin:		
This is non-homestead property.		
This is not residential rental property.		
<p>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 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 696.01 feet of the west 1197.95 feet of the north-west one-quarter of the southeast one-quarter of Section 9, Township 15 North, Range 18 East.</p> <p>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, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.</p>		
THIS CONVEYANCE IS EXEMPT FROM THE TRANSFER FEE PURSUANT TO SEC. 77.25(12)		FEE # <u>77.25(12)</u> EXEMPT
(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)		
In Witness Whereof, the said grantor..... has..... hereunto set..... his..... hand..... and seal..... this..... 17.....		
day of..... May....., A. D., 19..... 88.....		
SIGNED AND SEALED IN PRESENCE OF		
<div style="display: flex; justify-content: space-between;"><div>..... ..... ..... .....</div><div style="text-align: center;"><i>Bernard H. Halbur</i> Bernard H. Halbur (SEAL)</div><div>..... (SEAL) ..... (SEAL) ..... (SEAL)</div></div>		
State of Wisconsin, } Fond du Lac..... County. } ss. Personally came before me, this..... 17 <sup>th</sup> ..... day of..... May.....		
A. D., 19..... 88, the within named..... Bernard H. Halbur		
to me known to be the person..... who executed the foregoing instrument and acknowledged the same.		
THIS INSTRUMENT WAS DRAFTED BY.....		
<div style="display: flex; justify-content: space-between;"><div style="text-align: center;"> NOTARY SEAL</div><div>Arlene Abler Notary Public,..... Fond du Lac..... County, Wis.</div><div>VOL <b>973</b> PAGE <b>620</b></div></div>		
My commission (expires) (is)..... 1/1/91		
Project I.D. 1442-01-21 Parcel 64		
<small>(Section 39.51 (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. Section 59.511 similarly requires that the name of the person who, or persons,</small>		

Wisconsin Bell, Inc. 484642 Right-of-Way Grant

M-3978  
(5-84)

394-18-9254

In consideration of the sum of EIGHTY FIVE AND NO/100 Dollars (\$ 85.00), 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 the northwest quarter of the southeast quarter of Section 9, Township 15 North, Range 18 East, except the west 155 feet, Lots 2 and 3 of Certified Survey Map # 1597, Volume 9, Page 97, and except Certified Survey Map Volume 2, Page 141.

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        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 11th day of October 19 90.

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bernard Halbur

Bernard H. Halbur

Katherine Halbur

Katherine Halbur

BADGER RIGHT-OF-WAY, INC.  
2323 Shields Avenue  
Eau Claire, WI 54701

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

Personally appeared before me this 11th day of October, 19 90,  
Bernard H. Halbur and Katherine Halbur

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

RECORDED  
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OCT 29 8 21 AM '90

*Mary J. Schler*  
REGISTERED  
FOND DU LAC, WI

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



100-855

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