



Knight Barry Title Services LLC  
69 S Main Street  
Fond du Lac, WI 54935  
920-322-1222  
Fax: 920-322-1224

Refer Inquiries to: Candace Richter (candace@knightbarry.com)

Completed on: 5/26/10 7:17 am

Last Revised on: 8/3/18 3:02 pm

Printed on: 8/3/18 3:02 pm

**Applicant Information**

Sheila Laing  
Wisconsin Dept of Transportation - Project #1440-15-22  
944 Vanderperrin Way  
Green Bay, WI 54304

Sales Representative: Craig Haskins

**Property Information**

(Note: values below are from the tax roll)

Effective Date: 06/08/2018 at 8:00 am

Owner(s) of record: Raymond B. Halbur and Rae Nell Halbur

Property address: Lands along State Trunk Highway 23, WI (Note: Please see included tax bill for mailing address.)

Legal description: The Northwest ¼ of the Southwest ¼ of Section 10, Township 15 North of Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin, 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 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. AND ALSO: The West ½ of the Northeast ¼ of the Southwest ¼ of Section 10, Township 15 North, Range 18 East, Town of Empire, 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.

Tax Key No: T08-15-18-10-10-001-00 and T08-15-18-10-09-002-00

**Mortgages / Leases / Land Contracts / UCC**

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.

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.

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 \$1,125,000.00 dated October 23, 2015 and recorded October 26, 2015 as Document No. 1059855.

Subordination Agreement recorded November 9, 2015 as Document No. 1060560 makes the mortgage described as Document No. 1059855 SUPERIOR to the mortgage described as Document No. 953206.

**Easements / Restrictions & Other Encumbrances**

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.

Easements and rights of Access as contained in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, Page 48 as Document No. 232742.

Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, Page 50 as Document No. 232743.

Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded May 12, 1977 in Volume 754, Page 857 as Document No. 321817.





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Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded May 12, 1977 in Volume 754, Page 859 as Document No. 321818 .

Easement and other matters contained in the instrument recorded March 13, 1969 in Volume 601, Page 371 as Document No. 238403 .

Right-of-Way Grant and other matters contained in the instrument recorded October 29, 1998 in Volume 1028, Page 645 as Document No. 484639 .

Cost Share Agreement and other matters contained in the instrument recorded June 14, 1994 in Volume 1188, Page 115 as Document No. 557695 .

Pipeline Easement and other matters contained in the instrument recorded January 22, 2008 as Document No. 909224 .

Conveyance of Rights in Land and other matters contained in the instrument recorded March 30, 1988 in Volume 968, Page 462 as Document No. 450463 . Re-recorded April 6, 1988 in Volume 968, Page 929, as Document No. 450731.

Transportation Project Plat No. 1440-15-01 and other matters contained in the instrument recorded April 29, 2010 in Volume 17, Page 32 as Document No. 958066 .

Easements, restrictions and other matters shown on the Transportation Project Plat No. 1440-15-22-4.01, recorded September 26, 2011, as Document No. 986143.

### Judgments / Liens

None

### General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. It also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the year 2017 in the amount of \$2,457.72 are being paid on a payment plan. The balance due is \$1,281.40. All installments that are due have been paid and there are no delinquent balances. (For Tax Key No. T08-15-18-10-10-001-00)

Taxes for the Year 2017 in the amount of \$66.46, and all prior years are paid. (For Tax Key No. T08-15-18-10-09-002-00)

### Other Matters

None

### Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of Document Nos. 1059855 and 1060560 are attached.





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In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, and Knight Barry Title United LLC) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



## Fond du Lac County

## Owner (s):

**HALBUR, RAYMOND B  
HALBUR, RAE NELL**

## Location:

**NE-SW,Sect. 10, T15N, R18E**

## Mailing Address:

**RAYMOND B HALBUR  
RAE NELL HALBUR  
W3704 STATE ROAD 23  
FOND DU LAC, WI 54937**

## School District:

**1862 - FOND DU LAC SCHOOL**

## Tax Parcel ID Number:

## Tax District:

## Status:

**T08-15-18-10-09-002-00 20016-TOWN OF EMPIRE Active**

## Alternate Tax Parcel Number::Acres:

**19.6500**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**S10 T15N R18E W 1/2 NE 1/4 SW 1/4 EXC HWY REC V754-857&859 (V984-191) 19.65A**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

0 Lottery credits claimed

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2017	\$66.46	\$66.46	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$67.89	\$67.89	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$68.85	\$68.85	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$67.15	\$67.15	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$71.64	\$71.64	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$71.05	\$71.05	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$70.88	\$70.88	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$70.11	\$70.11	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$65.49	\$65.49	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

***If taxes are 3 years or more delinquent, please contact the Treasurer's office for additional fees due. (920) 929-3010***

***NOTE: Current year tax bills may not be processed by the county.***

**Interest and penalty on delinquent taxes are calculated to June 30, 2018.**

## Fond du Lac County

## Owner (s):

**HALBUR, RAYMOND B  
HALBUR, RAE NELL**

## Location:

**NW-SW, Sect. 10, T15N, R18E**

## Mailing Address:

**RAYMOND B HALBUR  
RAE NELL HALBUR  
W3704 STATE ROAD 23  
FOND DU LAC, WI 54937**

## School District:

**1862 - FOND DU LAC SCHOOL**

## Tax Parcel ID Number:

## Tax District:

## Status:

**T08-15-18-10-10-001-00 20016-TOWN OF EMPIRE Active**

## Alternate Tax Parcel Number: Acres:

**39.2100**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**S10 T15N R18E NW 1/4 SW 1/4 EXC HWY REC V754-857&859 (V984-191) 39.21A**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

1 Lottery credit claimed effective 1/1/2010

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2017	\$2,457.72	\$1,176.32	\$1,281.40	\$0.00	\$0.00	\$1,281.40
2016	\$2,500.49	\$2,500.49	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$2,549.35	\$2,549.35	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,482.21	\$2,482.21	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,653.27	\$2,653.27	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,649.61	\$2,649.61	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$2,650.52	\$2,650.52	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,623.67	\$2,623.67	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$2,452.83	\$2,452.83	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$1,281.40</b>

**If taxes are 3 years or more delinquent, please contact the Treasurer's office for additional fees due. (920) 929-3010**

*NOTE: Current year tax bills may not be processed by the county.*

Interest and penalty on delinquent taxes are calculated to **June 30, 2018.**

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**WISCONSIN MORTGAGE**  
BGM402 (10/13)

**DOC# 1059855**

Recorded  
October 26, 2015 1:38 PM  
SHAWN KELLY  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$30.00



Drafted By: Deborah A Walgenbach, Badgerland Financial  
P.O. Box 870  
Fond du Lac, WI 54936-0870

Return To: Badgerland Financial  
Attn: Deborah A Walgenbach  
PO Box 870, N5776 County Road D  
Fond du Lac, WI 54936-0870  
Tax Parcel ID: See Exhibit A

No(s): 7778993400

This Mortgage, dated October 23, 2015, is by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife (after this called "Mortgagor" 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: 1430 North Ridge Drive, Prairie du Sac, WI 53578-1092.

For valuable consideration, Mortgagor mortgages and warrants 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 \$1,125,000.00, 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:

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
October 23, 2015	\$235,000.00	October 01, 2030
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 Mortgagor with the consent of Mortgagee, and all extensions, renewals, and modifications 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 Mortgagor of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagor hereby acknowledges 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 Mortgagor keeps and performs all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

**MORTGAGOR WARRANTS THAT:** (a) Mortgagor has 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 Mortgagor will warrant and defend title to the premises against all lawful claims.

**MORTGAGOR AGREES 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 Mortgagor 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 Mortgagor for reconstruction. If this Mortgage is foreclosed, Mortgagor's interest in policies then in force shall pass to Mortgagee.
3. **Protective Advances.** If Mortgagor fails to pay taxes, assessments, judgments, mortgages or other liens on the premises or to

maintain insurance as required by this Mortgage, Mortgagee may do so.

**4. Pro Rata Payments.** Mortgagee may, at its option, require Mortgagor to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.

**5. Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagor fails to perform or observe any warranty, agreement or term contained in this Mortgage, or if any proceeding is commenced which materially affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

**6. Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

**7. Maintain Premises.** (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in a good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

**8. Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.

**9. Use of Loan Proceeds.** The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

**10. Assignment of Rents.** Mortgagor by this Mortgage assigns to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagor, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

**11. Minerals and Eminent Domain.** In this paragraph 11 "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagor from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagor, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

**12. Actions Not Affecting Lien or Liability.** Without affecting the priority of the lien of this Mortgage or the liability of Mortgagor or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagor: (a) release all or a part of the premises from the lien of this Mortgage, (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note(s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

**13. Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagor warrants that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagor. Mortgagor will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagor's failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

**14. Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagor (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 Mortgagor or for any of the property of any Mortgagor; (d) the commencement of any proceeding by or against any Mortgagor under the provisions of any bankruptcy or insolvency laws; (e) the making by any Mortgagor 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 Mortgagor 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, 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 Mortgagor; (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 Mortgagor hereby consents 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.

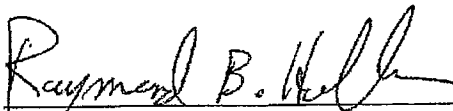
16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.


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.** Mortgagor agrees 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.

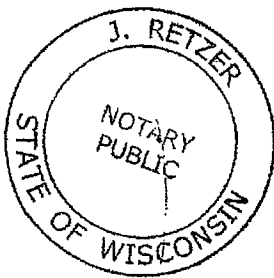
20. **Waiver of State Rights.** Mortgagor waives and relinquishes all rights given by the homestead and exemption laws of the State of Wisconsin.


  
Raymond B Halbur

  
Rae Nell F Halbur a/k/a Rae Nell Halbur

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

On October 23, 2015, before me personally appeared: Raymond B Halbur and Rae Nell F Halbur a/k/a Rae Nell 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.



  
Name: J Retzer  
Notary Public, State of Wisconsin  
My Commission Expires November 15, 2015



**EXHIBIT A  
LEGAL DESCRIPTION ATTACHMENT**

No(s): 7778993400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage dated October 23, 2015, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagor, to Badgerland Financial, FLCA, as Mortgagee, 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 Parcel Numbers:**

T08-15-18-09-13-001-00  
T08-15-18-09-14-001-00  
T08-15-18-09-15-001-00  
T08-15-18-09-16-001-00  
T08-15-18-10-10-001-00  
T08-15-18-10-11-001-00  
T08-15-18-10-09-002-00  
T08-15-18-10-12-002-00

Subject to existing easements, highways and restrictions of record.

This Mortgage is subject to:

The mortgage(s) or deed(s) of trust dated January 13, 2010, recorded on January 13, 2010 in Book- Vol- Liber — on page — or Document 953205, in Fond du Lac County, Wisconsin.

2/18

DOC# 1060560

Recorded  
November 09, 2015 2:04 PM  
SHAWN KELLY  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$30.00



**SUBORDINATION AGREEMENT**

BGM388 (07/13)

(Space above is for Recording Information)

Drafted By: Rosie Schmitz, Badgerland Financial  
PO Box 870  
Fond du Lac, WI 54936-0870

Return To: Badgerland Financial  
Attn: Angel Freund  
PO Box 870, N5776 County Road D  
Fond du Lac, WI 54936-0870  
PIN: See Exhibit A

This Subordination effective October 23, 2015, is given by Badgerland Financial, ACA (the Subordinator/Grantor, hereinafter referred to as "Subordinator," whether one or more), to Badgerland Financial, FLCA, a federally chartered corporation (the Lender/Grantee, hereinafter referred to as "Lender," whose address is 1430 North Ridge Drive, Prairie du Sac, WI 53578-1092), its successors and assigns, in connection with a loan being extended by the Lender to Raymond B Halbur and Rae Nell F Halbur ("Borrower," whether one or more).

Whereas, Borrower applied to the Lender for a loan or loans as follows:

<u>Loan Number</u>	<u>Loan Amount</u>	<u>Maturity Date</u>
7778993400	\$235,000.00	October 01, 2030

Whereas, the loan or loans are now or will be secured by a mortgage dated October 23, 2015 (the "Lender's Mortgage"), encumbering real estate in Fond du Lac County, Wisconsin described as follows:

**See Attached Exhibit A for Legal Description**

Whereas, the Subordinator is the legal holder of the mortgage dated January 13, 2010 and recorded January 13, 2010 as Document No. 953206 of the records of said county and state, and the property described in said instrument includes all or a portion of the above-described real estate; and

Whereas, to induce the Lender to make said loan or loans, the Subordinator agreed and consented to subordinate the mortgage of the Subordinator to Lender's Mortgage, and the Lender approved the loan or loans subject to this Subordination;

Now, Therefore, the Subordinator, in consideration of the premises and the loan or loans extended by the Lender to Borrower, does hereby consent to and subordinate the mortgage in favor of the Subordinator to Lender's Mortgage and, further, agree that the mortgage in favor of the Subordinator shall be and remain subject and subordinate to Lender's Mortgage securing payment of said indebtedness, all extensions and renewals thereof, and all accrued interest thereon, reasonable foreclosure costs and expenses, including attorney's fees, and reasonable advances to protect the security, including taxes, insurance and repairs to the premises.

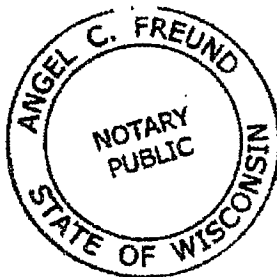
Dated: November 05, 2015

Badgerland Financial, ACA

By: Jay Retzer  
Jay Retzer, Assistant Vice President

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

On November 05, 2015, before me personally appeared: Jay Retzer, to me known to be the person(s) described in and who executed the foregoing instrument as Assistant Vice President of Badgerland Financial, ACA, and acknowledged the same as the free act and deed of the Corporation.



Angel C Freund  
Name: Angel C Freund  
Notary Public, State of Wisconsin  
My Commission Expires: February 04, 2018

**EXHIBIT A**  
**LEGAL DESCRIPTION ATTACHMENT**

No(s): 7778993400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage dated October 23, 2015, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagor, to Badgerland Financial, FLCA, as Mortgagee, 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 Parcel Numbers:  
T08-15-18-09-13-001-00  
T08-15-18-09-14-001-00  
T08-15-18-09-15-001-00  
T08-15-18-09-16-001-00  
T08-15-18-10-10-001-00  
T08-15-18-10-11-001-00  
T08-15-18-10-09-002-00  
T08-15-18-10-12-002-00

Subject to existing easements, highways and restrictions of record.