



Knight Barry Title Services LLC
885 Western Avenue, Suite 200
Fond du Lac, WI 54935
920-322-1222
Fax:920-322-1224

Refer Inquiries to: Sarah Galligan (sarahg@knightbarry.com)
Completed on:5/4/10 10:02 am
Last Revised on:4/29/15 8:44 am
Printed on:4/29/15 8:44 am

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: 04/18/2015 at 8:00 am

Owner(s) of record:Theodore R. Halbur and Olivia J. Halbur, as survivorship marital property

Property address:W3558 State Road 23, Fond du Lac, WI 54937 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 1 of Certified Survey Map No. 7084, recorded in the Fond du Lac Registry on July 7, 2006 in Volume 50 of Certified Survey Maps on Pages 91, 91A and 91B, as Document No. 875550, and being a part of the Northwest ¼ of the Southeast ¼ of Section 9, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.

Tax Key No: T08-15-18-09-14-006-00

Mortgages / Leases / Land Contracts / UCC

Mortgage from Olivia J. Halbur and Theodore R. Halbur, wife and husband to Associated Bank National Association in the amount of \$128,000.00 dated June 13, 2014 and recorded June 18, 2014 as Document No. 1039021 .

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Easements, Restrictions and other matters shown on Certified Survey Map No. 7084 recorded July 7, 2006 as Document No. 875550 .

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 .

Right of Way Grant and other matters contained in the instrument recorded October 29, 1990 in Volume 1028, page 651 as Document No. 484642 .

Advanced Treatment Unit Agreement and other matters contained in the instrument recorded July 10, 2013 as Document No. 1024953 .

Well Rights and Electricity Agreement and other matters contained in the instrument recorded July 9, 2013 as Document No. 1024924 .

Judgments / Liens

None

General Taxes



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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 2014 in the amount of \$2,552.07 , and all prior years are paid.

Footnotes

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

Copies of Document Nos. 1039020, 1024953, 1039021 and 1024924 are attached.

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., Port Abstract & Title, LLC, Knight Barry Title, Services, LLC) (collectively, 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.



FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515



**FOND DU LAC COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2014
REAL ESTATE**

HALBUR, THEODORE R
OLIVIA J HALBUR

Parcel Number: T081518091400600
Bill Number: 266901

266901/T081518091400600
THEODORE R HALBUR
OLIVIA J HALBUR
W3858 STATE ROAD 23
FOND DU LAC WI 54937

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
W3858 STATE ROAD 23
Sec. 9, T15N, R18E
S9 T15N R18E LOT 1 CSM #7084-50-91 LOC IN NW 1/4 SE 1/4
1.740 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT. RATIO	NET ASSESSED VALUE RATE (Does NOT reflect credits)	NET PROPERTY TAX
24,500	141,200	165,700	1.054847704	0.01637623	2546.07
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit	POWTS 6.00
See Reverse, Use Value Assessment				245.33	
TAXING JURISDICTION	2013 EST. STATE AIDS ALLOCATED TAX DIST.	2014 EST. STATE AIDS ALLOCATED TAX DIST.	2013 NET TAX	2014 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	26.38	26.66	1.1%
FOND DU LAC COUNTY	187,079	194,377	972.20	992.45	2.1%
TOWN OF EMPIRE	197,586	202,062	329.83	330.52	0.2%
FOND DU LAC SCHOOL	3,379,486	3,661,705	1,323.51	1,257.93	-5.0%
MORaine PARK TECH	45,896	54,003	243.87	105.98	-56.5%
TOTAL	3,810,047	4,112,147	2,895.79	2,713.54	-6.3%
FIRST DOLLAR CREDIT			-64.50	-62.20	-3.6%
LOTTERY AND GAMING CREDIT			-109.86	-105.27	-4.2%
NET PROPERTY TAX			2,721.43	2,546.07	-6.4%
PAY 1ST INSTALLMENT OF:	\$1,226.40	PAY 2ND INSTALLMENT OF:	\$1,325.67	PAY FULL AMOUNT OF:	\$2,552.07

TOTAL DUE: \$2,552.07
FOR FULL PAYMENT, PAY TO LOCAL
TREASURER BY:
JANUARY 31, 2015
Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

PAY 1ST INSTALLMENT OF: \$1,226.40

BY JANUARY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

PIN# T081518091400600
HALBUR, THEODORE R
BILL NUMBER: 266901



INCLUDE THIS STUB WITH YOUR PAYMENT

PAY 2ND INSTALLMENT OF: \$1,325.67

BY JULY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY STREET
P.O. BOX 1515
FOND DU LAC, WI 54936-1515

PIN# T081518091400600
HALBUR, THEODORE R
BILL NUMBER: 266901



INCLUDE THIS STUB WITH YOUR PAYMENT

PAY FULL AMOUNT OF: \$2,552.07

BY JANUARY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

PIN# T081518091400600
HALBUR, THEODORE R
BILL NUMBER: 266901



INCLUDE THIS STUB WITH YOUR PAYMENT

Owner (s):

HALBUR, THEODORE R
HALBUR, OLIVIA J

Location:

NW-SE, Sect. 9, T15N, R18E

Mailing Address:

THEODORE R HALBUR, OLIVIA J HALBUR
W3858 STATE ROAD 23
FOND DU LAC, WI 54937

School District:

1862 - FOND DU LAC SCHOOL

Tax Parcel ID Number:

T08-15-18-09-14-006-00

Tax District:

20016-TOWN OF EMPIRE

Status:

Active

Acres:

1.7400

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

S9 T15N R18E LOT 1 CSM #7084-50-91 LOC IN NW 1/4 SE 1/4

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

W3858 STATE ROAD 23 FOND DU LAC, WI 54937

1 Lottery credit claimed effective 1/1/2010

Tax History

Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2009	\$2,515.12	\$2,515.12	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,695.38	\$2,695.38	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$2,722.95	\$2,722.95	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,722.19	\$2,722.19	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,727.43	\$2,727.43	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,552.07	\$2,552.07	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Interest and penalty are calculated to **4/30/2015**. Additional interest and penalty will be charged if your remittance reaches this office after that date.

State Bar of Wisconsin Form 7-2003
TRUSTEE'S DEED

Document Number

Document Name

THIS DEED, made between Bernard H. Halbur and Katherine R. Halbur, as Trustees of the Bernard H. and Katherine R. Halbur Living Trust dated March 22, 2001, ("Grantor," whether one or more), and Theodore R. Halbur and Olivia J. Halbur, as Survivorship marital property, ("Grantee," whether one or more). Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Fond du Lac County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot One (1) of Certified Survey Map No. 7084 recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin in Volume 50 of Certified Survey Maps on page(s) 91, 91A & 91B, as Document No. 875550; being a part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.

Subject to and together with Well Rights and Electricity Agreement by and between Raymond B. Halbur and Rae Nell Halbur and The Bernard H. and Katherine R. Halbur Living Trust, dated March 22, 2001, dated June 27, 2013 and recorded on July 9, 2013 as Document No. 1024924.

DOC# 1039020

Recorded
June 18, 2014 12:52 PM
SHAWN KELLY
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00
Transfer Fee \$405.00



Recording Area

Name and Return Address

2-144254

Theodore R. and Olivia J. Halbur

W3858 State Road 23

Fond du Lac, WI 54937

T08-15-18-09-14-006-00

Parcel Identification Number (PIN)

Dated: June 13 2014

Bernard H. and Katherine R. Halbur Living Trust
dated March 22, 2001

(SEAL)
*

Bernard H. Halbur (SEAL)
* Bernard H. Halbur, Trustee

(SEAL)
*

Katherine R. Halbur (SEAL)
* Katherine R. Halbur, Trustee

AUTHENTICATION

Signature(s)

authenticated on _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT DRAFTED BY:
Louis J. Andrew, Jr.
Andrew Law Offices, S.C.

ACKNOWLEDGMENT

STATE OF WI

Fond du Lac COUNTY

Personally came before me on June 13 2014
the above-named Bernard H. Halbur and Katherine R. Halbur,
Trustees of the Bernard H. and Katherine R. Halbur Living
Trust dated March 22, 2001

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

Jennifer Brandy
* Jennifer Brandy
Notary Public, State of WI

My commission (is permanent) (expires: August 21 2016)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
TRUSTEE'S DEED ☐ 2003 STATE BAR OF WISCONSIN FORM NO. 7-2003

*Type name below signatures.

INFO-PRO Legal Forms • (800)355-2021 • info@proforms.com

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Document No./Plan I.D. No.	ADVANCED TREATMENT UNIT AGREEMENT This agreement made between Fond du Lac County and the property owner(s).	
Parcel Identification Number T08-15-18-09-14-006-00	Agreement Date 7/3/2013	
Governmental Unit FOND DU LAC COUNTY	Property Owner(s) Bernard & Katherine Halbur Living Trust	
<p>We acknowledge that application being made for the installation of an advanced treatment unit(s) on the following property:</p> <p>S9 T15N R18E LOT 1 CSM #7084-50-91 LOC IN NW 1/4 SE 1/4</p> <p>W3858 State Road 23</p>		
Return to: Code		

DOC# 1024953

Recorded
July 10, 2013 10:31 AM

JAMES M KREBS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00

Return to: Code

and that the continued use of the existing premises requires that an advanced treatment unit be installed on the property for the purpose of proper treatment of sewage. Also, the property cannot now be served by a municipal sewer.

As an inducement to FOND DU LAC COUNTY to issue a sanitary permit for the above-described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. SPS 383, Wis. Adm. Code relating to privately owned wastewater treatment systems (POWTS). If the owner fails to have the POWTS/advanced treatment unit properly serviced in response to orders issued by Fond du Lac County to prevent or abate a human health hazard as described in s. 254.59, Stats., Fond du Lac County may enter upon the property and service and/or maintain the advanced treatment unit or cause to have the advanced treatment unit to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703 Stats.
2. Owner agrees to pay all charges and costs incurred by Fond du Lac County for inspection, maintenance, evaluation, or otherwise servicing the advanced treatment unit in such a manner as to prevent or abate any human health hazard caused by the advanced treatment unit. Fond du Lac County shall notify the owner of any costs that shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
3. The owner agrees to contract with a person who is licensed under Ch. SPS 305, Wis. Adm. Code, to have the advance treatment unit serviced and maintained and to file a copy of the contract or the owner's registration with Fond du Lac County. The owner further agrees to file a copy of any charges to the service contract, or a copy of a new service contract, with Fond du Lac County within ten (10) business days from the date of change to the service contract.
4. The owner agrees to contract with a person licensed under Ch. SPS 383, Wis. Adm. Code, who shall submit to Fond du Lac County a report in accordance with Section 58-70 (11) of the Fond du Lac County Private Onsite Wastewater Treatment Ordinance (POWTS) for the servicing of the advanced treatment unit. Fond du Lac County may enter upon the property to investigate the condition of the advanced treatment unit when reports and/or meter readings may indicate that the advanced treatment unit is malfunctioning and/or not being properly maintained.
5. This agreement will remain in effect only until the Fond du Lac County Code Enforcement Office certifies that the property is served by either a municipal sewer or the POWTS use is discontinued and properly abandoned. In addition, Fond du Lac County may cancel this agreement by executing and recording said certification with reference to this agreement in such manner which will permit the certification to be determined by reference to the property.
6. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The agreement shall be submit to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner, which will permit the existence of the agreement to be determined by reference to the property where the advanced treatment unit is installed.

DESCRIPTION OF ADVANCED TREATMENT UNIT: *Sledgehammer S-H6*

Owner(s) Name(s) - Please Print *	Governmental Unit Official Name	Subscribed and sworn to before me on this date
Bernard & Katherine Halbur Trust	Ernst L. Clarenbach, R.S.	<i>July 5, 2013</i>
	Governmental Unit Official Title	Notary Public <i>Tina M. Streblow</i>
	Fond du Lac County	<i>Tina M. Streblow</i>
Notarized Owner(s) Signature(s)	Governmental Unit Official Signature	My commission expires:
<i>Katherine R. Halbur-trustee</i> <i>Bernard Halbur-trustee</i>	<i>Ernst L. Clarenbach</i>	<i>10-25-2015</i>
Drafted by Fond du Lac County Code Enforcement Office		created 12/19/08

*mailing address: 1057 Blue Cottage Lane, Unit #7
Fond du Lac, WI 54935

30
2

DOC# 1024924

Recorded
July 09, 2013 10:58 AM

Document Number

**WELL RIGHTS AND
ELECTRICITY AGREEMENT**

This Well Rights and Electricity Agreement (the "Agreement"), effective upon execution by all parties, is by and between Raymond B. Halbur and Rae Nell Halbur (collectively, the "Grantors"), and the Bernard H. and Katherine R. Halbur Living Grantees, dated March 22, 2001 and any amendments thereto (collectively, the "Grantees").

James M. Krebs

JAMES M KREBS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00

A. Grantors Property. The Grantors own the following described real estate (the "Grantors Property"):

Return to:

Twohig Rietbrock Schneider & Halbach S.C.
102 N. Madison Street
Chilton, WI 53014

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

B. Grantees Property. The Grantees own the following described real estate, (the "Grantees Property"):

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 01:39 PM in Volume 50, Page 91, as Document No. 875550 and being a part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

C. **Well.** There is a well located on the Grantors Property which services the Grantees Property (the "Well"). The pressure tank and switches that service the Well are located in the basement of the residence located on the Grantees Property. The owner of the Grantees Property pays all electrical costs for the operation of the Well. There is a service line that runs from the Well to the Grantees Property and a service line that runs from the Grantees Property to the Grantors Property. The Grantors and the Grantees acknowledge and agree that the Grantors own the Well, all service lines, the pressure tank and all related parts and accessories of the Well. The Grantors and the Grantees have agreed to the mutual use of the Well under the terms and conditions of this Agreement as provided herein.

D. **Electricity.** Further, the electricity used to operate the Well and its components is connected to the electrical meter which also services the residence located on the Grantees Property. The parties desire to enter this Agreement to provide for the allocation of electrical charges.

Now, therefore, in consideration of the above Recitals and the mutual covenants of this Agreement and other consideration which is deemed sufficient by the parties and received, the parties agree as follows:

SECTION 1: GRANT OF WELL RIGHTS AND EASEMENT

1.1 Grant of Rights by Grantors. The Grantors hereby grant to the Grantees the non-exclusive right and authority to pump or otherwise draw water, for residential purposes only from the Well and an easement to maintain a service line that runs from the Well to the Grantees Property in the location where such service line is currently located.

1.2 Grant of Rights by Grantees. The Grantees hereby grant to the Grantors the non-exclusive right and authority to run water from the Well through the pressure tank located in the basement of the residence located on the Grantees Property and an easement to run a service line from the pressure tank located in the basement of the residence located on the Grantees Property to the Grantors Property.

SECTION 2: RESPONSIBILITIES

2.1 Responsibilities. Except as otherwise provided herein, during the term of this Well Rights Agreement: (1) The Grantors shall pay the costs of maintaining and repairing the Well, the pressure tank and all related parts and accessories to operate the Well; (2) The Grantors shall pay the costs of maintaining, repairing and replacing the service line that runs from the Well to the pressure tank located in the basement of the Residence located on the Grantees Property and shall be responsible for returning the affected properties to their prior condition following any work performed on such service line; (3) The Grantors shall be solely responsible for maintaining, repairing and replacing the service line that runs from the pressure tank located in the basement of the Grantees Property to the Grantors Property and shall be responsible for returning the Grantees Property to its prior condition following any work performed on the such service line; (4) Since the Grantors are responsible for all such costs as provided herein, the Grantors shall have the sole right to perform such work themselves and the sole right to determine which third party contractors to hire; (5) the Grantees agree to accept the Well in its

current condition on an "AS IS" basis and acknowledge and agree that the Grantors have not made any warranties as to the condition of the Well; and (6) the Grantors agree to accept the pressure tank located in the basement of the residence located on the Grantees Property in its current condition on an "AS IS" basis.

Notwithstanding the foregoing, in the event that the Grantors no longer maintain livestock on the Grantors Property, the Grantors shall have the right upon reasonable notice to the Grantees to have the parties agree on a new reasonable and fair allocation of the costs of maintaining and repairing such Well, pressure tank and its components. In the event the parties are unable to agree on such allocation, an independent third party selected by the agreement of the parties shall make such allocation.

2.2 Electricity. Currently, the electricity used to operate the Well and its components is connected to the electrical meter which also services the residence located on the Grantees Property. In exchange for the granting of this easement under this Agreement, the Grantors and the Grantees agree that the Grantees shall pay all electrical charges for such pressure tank, including but not limited to all electrical charges related to the use of the Well, pressure tank and related components by the Grantors.

SECTION 3: TERMINATION AND WELL REPLACEMENT

In the event that the well requires replacement, this Agreement shall immediately terminate. At such time, the parties can elect to each install their own wells or agree to extend this Agreement as it relates to such new well or to enter into a new agreement regarding such use of such new well.

SECTION 4: BINDING EFFECT

It is intended that the rights and easements provided in this Agreement shall run with the Grantees Property and the Grantors Property. This Agreement shall be binding upon and benefit the respective parties, their heirs, personal representatives and assigns. In other words, in the event that either the Grantors or the Grantees sell or otherwise transfer their respective properties, this Agreement shall continue and be binding up such subsequent owners of the respective properties at the terms and conditions as provided herein.

(Signatures on following page.)

In witness whereof, the parties have executed this Agreement on the date below their respective signatures.

Bernard H. Halbur and Katherine R. Halbur Living Trust, dated March 22, 2001

By: Bernard H. Halbur Trustee Raymond B. Halbur
Bernard H. Halbur, Trustee Raymond B. Halbur
Dated: 6-27-2013 Dated: 6-27-13

By: Katherine R. Halbur Trustee Rae Nell Halbur
Katherine R. Halbur, Trustee Rae Nell Halbur
Dated: 6-27-2013 Dated: 6-27-13

STATE OF WISCONSIN)
)ss
COUNTY OF Fond Du Lac

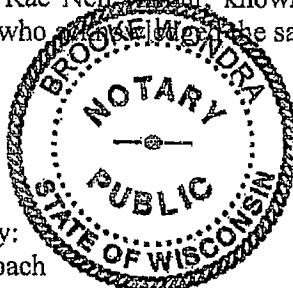
Personally came before me this 27th day of June, 2013, Bernard H. Halbur and Katherine R. Halbur, known to me to be the persons who executed the foregoing instrument and who acknowledged that they are the trustees of the Bernard H. Halbur and Katherine R. Halbur Living Trust, dated March 22, 2001, (the "Trust") that they executed the above instrument in their capacities as trustees of the above Trust and that they have executed the above instrument in their capacities as trustees of the above Trust.



Jesse N. Blum
Name: Jesse N. Blum
Notary Public, Fond Du Lac County, WI
My commission expires: 12/11/16

STATE OF WISCONSIN)
)ss
COUNTY OF Fond du Lac

Personally came before me this 27th day of June, 2013, the above named Raymond B. Halbur and Rae Nell Halbur, known to me to be the persons who executed the foregoing instrument and who acknowledged the same.



Brooke Wondra
Name: Brooke Wondra
Notary Public, Fond du Lac County, WI
My commission expires: 9/14/14

This Agreement drafted by:
Attorney Timothy R. Halbach
Twohig Rietbrock Schneider & Halbach S.C.
102 North Madison Street
Chilton, WI 53014

3/15
DOC# 1039021

MORTGAGE

This instrument was drafted by:
Renee Phillips

Recorded
June 18, 2014 12:52 PM
SHAWN KELLY
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00



Record and Return To:
Associated Bank Records Dept.
PO Box 8009
1305 Main Street
Stevens Point, WI 54481

Parcel ID Number: T08-15-16-09-14-006-00

[Space Above This Line For Recording Data]

Loan #: 3250159079

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated June 13, 2014, together with all Riders to this document.
- (B) "Borrower" is OLIVIA J HALBUR And THEODORE R HALBUR Wife and Husband. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Associated Bank National Association. Lender is a Corporation organized and existing under the laws of The United States of America. Lender's address is 200 North Adams Street, Green Bay, WI 54301. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated June 13, 2014. The Note states that Borrower owes Lender ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100 Dollars (U.S. \$128,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2044.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:



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

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of FOND DU LAC [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of W3858 STATE RD 23 [Street], FOND DU LAC, [City], Wisconsin,

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54937 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and

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the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to



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Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to



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Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.



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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage

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Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.



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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes



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Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security



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Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this



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Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice,

Initials: *OH* Initials: *OH*



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Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

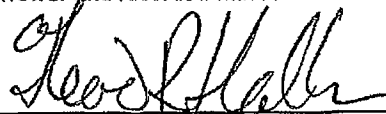
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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


Borrower - OLIVIA J HALBUR (Seal)


Borrower - THEODORE R HALBUR (Seal)



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[Space Below This Line for Acknowledgement]

State of Wisconsin

County Fond du Lac

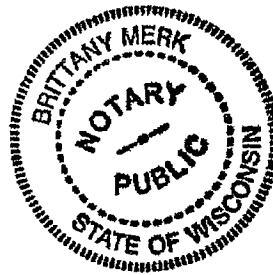
The instrument was acknowledged before me on June 13, 2014

by Olivia J. Haubur and Theodore R. Haubur

Brittany Merk
Signature of notarial officer

Closing Agent
Title or rank

My Commission expires: 8/13/17



Origination Company: Associated Bank, N.A.

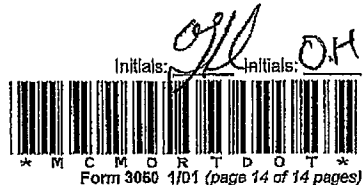
NMLSR ID: 442791

Originator: Laura Jahns

NMLSR ID: 523934



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EXHIBIT "A"

Lot One (1) of Certified Survey Map No. 7084 recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin in Volume 50 of Certified Survey Maps on page(s) 91, 91A & 91B, as Document No. 875550; being a part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.