



Knight|Barry Title, Inc.
400 Wisconsin Ave
Racine, WI, 53403
Tel: (262) 633-2479
Fax: (262) 633-4928
www.knightbarry.com

Prepared for:
WisDOT-NE
Sheila Laing
944 Vanderperren Way
Green Bay, WI 54304

ENDORSEMENT

KBT File No. 778196

Project No. 4075-33-00

Dated: June 29, 2015

New Effective Date: June 10, 2015

Title Vested: Allan C. Dohve and Mary A. Dohve, husband and wife

Taxes: Taxes for the year 2014 in the amount of \$1,667.05 and all prior years are paid.

Property Address: 1813 Green Bay Road, Outagamie County, Wisconsin

Tax Key No.: 322021100

New Items recorded since September 6, 2013

1. Warranty Deed recorded November 4, 2014, as Document No. 2029087.
2. Mortgage from Allan C. Dohve and Mary A. Dohve, husband and wife to Associated Bank National Association in the amount of \$84,273.00 dated November 3, 2014 and recorded November 4, 2014, as Document No. 2029088. ALONG WITH Corrective Instrument recorded December 8, 2014, as Document No. 2031576.
3. The mortgage described as Document No. 2029088, has been assigned to Mortgage Electronic Registration Systems, Inc., as recorded December 22, 2014, as Document No. 2032572.
4. The mortgage described as Document No. 1681298, has been Satisfied by Satisfaction of Mortgage, recorded November 14, 2014, as Document No. 2029957.

Copies of Document Nos. 2029087, 2031576, 2032572 and 2029957 are attached.

Sue L. Robertson
Final Policy/Dot Dept.
Knight|Barry Title, Inc.
400 Wisconsin Avenue, Racine WI 53403
Phone: (262) 633-2479 Ext. 1520 | Fax: (262) 633-4928
smadison@knightbarry.com | www.knightbarry.com

Parcel #: **PAY 1ST INSTALLMENT - \$** 784.05
322 021100 **OR**

BILL #: 40778
PAY FULL PAYMENT - \$ 1,667.05
 BY JANUARY 31, 2015
SEND THIS STUB AND MAKE CHECK PAYABLE TO:
 CITY OF KAUKAUNA
 SUE DUDA TREASURER
 201 W 2ND ST BOX 890
 KAUKAUNA WI 54130

If receipt is needed send a self addressed stamped envelope.

Parcel #: 322 021100 PAY 2ND INSTALLMENT - \$ 883.00

BILL#
40778

DUE BY JULY 31, 2015

REMEMBER TO PAY TIMELY
TO AVOID INTEREST PENALTY

SEND THIS STUB AND MAKE CHECK PAYABLE TO:
OUTAGAMIE COUNTY TREASURER
410 S. WALNUT ST.
APPLETON, WI 54911

If receipt is needed send a self addressed stamped envelope.

Parcel #: 322 021100 784.05
 CITY OF KAUKAUNA
 TAX OFFICE HOURS 8:00AM-4:30PM M-F CITY
 HALL CLOSED DEC 24&25,2014 & JAN 1 2015
 DOG LICENSES-SPAYED/NEUTERED W/MICROCHIP
 \$5 WITHOUT \$15; UNSPAVED/UNNEUTERED
 W/MICROCHIP \$10 WITHOUT \$20 LATE FEE-\$5
 DROP BOX BY POLICE DEPT. ENTRANCE
 ALTERNATE PAYMENT SITE -
 UNION CREDIT UNION - NORTH & SOUTH

Parcel #: 322 021100 883.00

Bill #: 40778 MAKE PAYMENTS BY E-CHECK or CREDIT CARD
www.outagamie.org or 1-877-788-5160
fee charged

HOMEOWNERS CHECK FOR LOTTERY & GAMING
CREDIT DEDUCTION-PRIMARY RESIDENCE ONLY

CITY OF KAUKAUNA
SUE DUDA TREASURER
201 W 2ND ST BOX 890
KAUKAUNA WI 54130

STATE OF WISCONSIN - OUTAGAMIE COUNTY TREASURER
REAL ESTATE TAX BILL FOR 2014 BILL

BILL NO. 40778

Correspondence should refer to parcel number.

PARCEL #: 322 021100

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Rate	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	*A star in this box means unpaid prior year taxes
14,800	67,400	82,200	1.0428	14,193	64,634	78,826	
		2013	2014	2013	2014	% Tax Change	
		Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax	% Tax Change	
TAXING JURISDICTION							Net PROPERTY TAX \$ 1,667.05
STATE				13.05	13.46	-3.1%	
COUNTY		376,809	386,609	370.30	384.36	-3.8%	
CITY		3,329,527	3,269,593	702.12	727.19	-3.6%	
KAUKAUNA SCHOOL		12,850,107	13,604,215	603.02	612.59	-1.6%	
FOX VALLEY TECH		318,311	276,635	151.80	69.15	-41.3%	
						%	
						%	
						%	
Totals		16,874,754	17,539,052	1,840.29	1,826.75	-.7%	Total Due* FOR FULL PAYMENT
First Dollar Credit				59.43	59.32	-.2%	\$ 1,667.05
Lottery & Gaming Credit				101.21	100.38	-.8%	
Net Property Tax				1,679.65	1,667.05	-.8%	BY JANUARY 31, 2015
School taxes reduced by school levy tax credit \$ 111.20							
Important: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.				Net Assessed Value Rate (Does NOT include Credits)		Warning: If not paid by due dates, Installments option is lost and total tax is delinquent subject to interest (see reverse).	
ALLAN C & MARY A DOHVE				.02222320			
BLACK PLAT OF PRT PC #33							

ALLAN C & MARY A DOHVE
1813 GREEN BAY RD
KASIKALINA WI 54130

Important: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.
BLACK PLAT OF PRT PG #33
LOT 1 BLK F

Net Assessed Value Rate
(Does NOT reflect Credits)
.02222320

Warning: If not paid by due dates, Installments option is lost and total tax is delinquent subject to interest (see reverse).

Property Address 1813 GREEN BAY RD
SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

FROM CITY OF KAUKAUNA
SUE DUDA TREASURER
201 W 2ND ST BOX 890
KAUKAUNA WI 54130

ADDRESS SERVICE REQUESTED

IMPORTANT REMINDER

FIRST INSTALLMENT OR PAYMENT IN FULL
MUST BE MADE BY JANUARY 31 ST

Tax Statement

322 021100

ALLAN C & MARY A DOHVE
1813 GREEN BAY RD
KAUKAUNA WI 54130

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID



2014 Property Record | Outagamie County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 06/18/15

Tax Bill
(requires Adobe Reader)

OWNER

DOHVE, ALLAN C & MARY A
1813 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322021100

Document #: 002029087

Tax Districts:

KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
First:	784.05
Second:	883.00
Third:	.00
Fourth:	.00

2014 CITY OF APPLETON PARCELS: If today is before July 31st
make payment to the City of Appleton Finance Department, all other
parcels are payable to the Outagamie County Treasurer.

<u>Base Tax:</u>	1,767.43
<u>Special Assessment:</u>	.00
<u>Lottery Credit:</u>	100.38
<u>Net Tax Due:</u>	1,667.05
<u>Amount Paid:</u> (View payment history info below)	1,667.05
<u>Current Balance Due:</u>	.00
<u>Interest:</u>	.00
<u>Total Due:</u>	.00

PAYMENT HISTORY

<u>Date</u>	<u>Receipt #</u>	<u>Amount</u>	<u>Interest</u>	<u>Total</u>
12/29/14	2085	1,667.05	.00	1,667.05

CO-OWNER(S)

PROPERTY DESCRIPTION

BLACK PLAT OF PRT PC #33 LOT 1 BLK F

Municipality:

CITY OF KAUKAUNA

Property Address:

1813 GREEN BAY RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
5A	.170	14,800	67,400	82,200
	.170	14,800	67,400	82,200

Total Acres: .170

Assessment Ratio: 1.0428

Fair Market Value: 78,826

SPECIAL ASSESSMENT DETAIL

<u>Code</u>	<u>Description</u>	<u>Amount</u>
		.00

2029087

Recorded

November 04, 2014 11:11 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDSFee Amount: \$30.00
Transfer Fee: \$247.50
Total Pages: 1State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between James Kielpikowski and Karen M. Kielpikowski,
1/w/a Karen M. Baumgartner, husband and wife("Grantor," whether one or more), and Allan Dohve and Mary A. Dohve, husband
and wife as survivorship marital property

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
Outagamie County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):All of Lot One (1) in Block "F", of BLACK'S PLAT of part of Private Claim No.
33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie
County, Wisconsin.

Recording Area

Name and Return Address

Allan Dohve
1813 Green Bay Rd
Kaukauna WI 54130

322021100

Parcel Identification Number (PIN)

This is homestead property.
(is) (is not)Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except
easements and restrictions of record.Dated October 30, 2014.

(SEAL)

James A. Kielpikowski
James Kielpikowski

(SEAL)

Karen M. Kielpikowski (SEAL)
Karen M. Kielpikowski

AUTHENTICATION

Signature(s)

authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF Wisconsin)

Outagamie) ss.
COUNTY)Personally came before me on October 30, 2014,
the above-named James Kielpikowski and Karen M.
Kielpikowskito me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.Corey Krueger
Notary Public, State of WisconsinMy commission (is permanent) (expires: 2-21-16)

THIS INSTRUMENT DRAFTED BY:

Attorney Larry Liebsch

512 W. College Avenue, Appleton, WI 54911

(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.

WARRANTY DEED

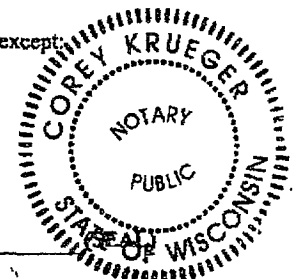
STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures

© State Bar of Wisconsin 2003

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com



2029088

Recorded

November 04, 2014 11:11 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: \$30.00
Total Pages: 17

MORTGAGE

This instrument was drafted by:
Jill Derricks

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

Parcel ID Number: 322021100

[Space Above This Line For Recording Data]

VA Case Number: 30-30-6-0398703
Loan #: XXXXXXXXXXXX

THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF
VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated November 03, 2014, together with all Riders to this document.



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★ M C M O R T D O T ★

(B) "Borrower" is **Allan C Dohve And Mary A Dohve Husband and Wife**. 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 **November 03, 2014**. The Note states that Borrower owes Lender **EIGHTY FOUR THOUSAND TWO HUNDRED SEVENTY THREE AND NO/100 Dollars (U.S. \$84,273.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 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]:

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider
<input type="checkbox"/> Planned Unit Development 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. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

(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.



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* M C M O R T D O T *

(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) "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.

(N) "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.

(O) "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** of **OUTAGAMIE**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of **1813 Green Bay Rd Kaukauna, Wisconsin 54130** ("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:



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★ M C M O R T D O T ★

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 14. 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 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; and (c) premiums for any and all insurance required by Lender under Section 5. 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



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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 14 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 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



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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 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



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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 24 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.

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



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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. 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.

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



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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 18, 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.

11. 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.

12. 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 17, any Successor in Interest of Borrower who assumes 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 19) and benefit the successors and assigns of Lender.

13. 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



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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.

14. 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.

15. 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.

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

17. Transfer of the Property. This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

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 14 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.

18. 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



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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 17.

19. 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 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 14) 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 24 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (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



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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.

21. Funding Fee. A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the Property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c). (Note: The funding fee for loans assumed between 12/13/02 and 9/30/03 will be 1 percent.)

22. Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

23. Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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

24. 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 17 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, 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.



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Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 27) 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 27); (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.

25. **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.

26. **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.

27. **Attorney's 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.

 (Seal)
Borrower - Allan C Dohve

 (Seal)
Borrower - Mary A Dohve



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[Space Below This Line For Acknowledgment]

State of Wisconsin

County Ottawanie

The instrument was acknowledged before me on October 31, 2014

by Allan C Dohve and Mary A Dohve

Jam Killen
Signature of notarial officer

Notary
Title or rank

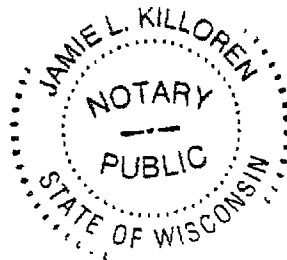
My Commission expires: 5/31/15

Origination Company: Associated Bank, N.A.

NMLSR ID: 442791

Originator: Jane Kahoun

NMLSR ID: 253099



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Loan #: XXXXXXXXXXXX
VA Case #: 30-30-6-0398703

ASSUMPTION RIDER

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION RIDER is made this 3rd day of November, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Associated Bank National Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1813 Green Bay Rd, Kaukauna, WI 54130
[Property Address]

ASSUMPTION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Acceleration Clause. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

B. Funding Fee Clause. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional



* 3 2 5 0 1 6 8 0 9 3 *
MULTISTATE VA ASSUMPTION RIDER Single Family UNIFORM INSTRUMENT
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* M C A S M R D R *

debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

C. Processing Charge Clause. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holders ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

D. Indemnity Liability Assumption Clause. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Assumption Rider.

 (Seal)
Borrower - Allan C Dohve

 (Seal)
Borrower - Mary A Dohve

Origination Company: Associated Bank, N.A.

NMLSR ID: 442791

Originator: Jane Kahoun

NMLSR ID: 253099



* 3 2 5 0 1 6 8 0 9 3 *
MULTISTATE VA ASSUMPTION RIDER Single Family UNIFORM INSTRUMENT
Accenture Mortgage Cadence Document Center © 3637 04/10



* M C A S M R D R *

All of Lot One (1) in Block "F", of BLACK'S PLAT of part of Private Claim No. 33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

2029957

Recorded

November 14, 2014 10:42 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: \$30.00
Total Pages: 1

SATISFACTION OF MORTGAGE

RETURN TO:
Karen M Baumgartner
1120 Vliet St
Kewaunee, WI 54216

PIN: 322021100

Date: November 05, 2014

THE UNDERSIGNED U.S. Bank N.A., successor by merger, as Limited Power of Attorney for Wisconsin Housing and Economic Development authority, as present holder of the Mortgage below, dated SEPTEMBER 21, 2008, certifies that the following is fully paid and satisfied

Mortgage executed by KAREN M BAUMGARTNER, A SINGLE WOMAN

as Mortgagor, and filed for record 9/21/2005,
as Document Number 1681298 (in Book Page), in the
Office of the Register of Deeds of OUTAGAMIE County, Wisconsin.

PIN 322 021100
ALL OF LOT ONE (1), IN BLOCK "F", OF BLACK'S PLAT OF PART OF PRIVATE CLAIM
NO. 33, LYING BETWEEN LAWE STREET AND PLANK ROAD, CITY OF KAUKAUNA,
OUTAGAMIE COUNTY, WISCONSIN

Wisconsin Housing and Economic
Development Authority
U.S. BANK N.A., SUCCESSOR BY MERGER
as Attorney-In-Fact
By: Michelle Morbinski
Michelle Morbinski
Officer

STATE OF Wisconsin }
COUNTY OF Waukesha }

On November 05, 2014, the foregoing instrument was acknowledged before
me by the above named officer,

Drafted by:
U S Bank Home Mortgage
Karen LoMonte
16900 W Capitol Dr
Brookfield WI 53005

Samantha Hruz
Samantha Hruz, Notary Public
State of Wisconsin
My Commission Expires 03/14/2017

LOAN NUMBER: 4800230708 PIF-11-03-14
PROPERTY ADDRESS: 1813 Green Bay Rd
Kaukauna WI 54130

PA154/092/103-11-05-14

SAMANTHA HRUZ
Notary Public
State of Wisconsin

2031576

Recorded

December 08, 2014 2:07 PM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDSFee Amount: \$30.00
Total Pages: 5

Document Number

Corrective Instrument

This Corrective Instrument is being recorded to check the "others" box and add Assumption Rider to page two, and correct the acknowledged date to November 3, 2014 on page 14 of the original Mortgage dated November 3, 2014 recorded in the Register of Deeds of Outagamie County, State of Wisconsin on November 4, 2014 as document no. 2029088

- ☐ Grantor: Allan C Dohve and Mary A Dohve, husband and wife
- ☐ Grantee: Associated Bank N.A. National Association

Signatures of all Grantors on original document are required.
(please attach addendum for additional signatures).

Signed Allan C Dohve 12/5/14
(date)
* Allan C Dohve

Signed Mary A Dohve 12/5/14
(date)
* Mary A Dohve

AUTHENTICATION

Signature(s) _____

Authenticated this _____ day of _____

* _____
TITLE MEMBER STATE BAR OF WISCONSIN(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jaime Maly- Associated Bank

Recording Area

Associated Bank Attn: Annette Breier
2870 Holmgren Way
Green Bay, WI 54304

322021100

Parcel Identification Number (PIN)

First American Title Co.

Signed Jamie L Killoren
(date)
* Jamie L Killoren Escrow Agent

Signed _____
(date)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

COUNTY of Outagamie) ssPersonally came before me this 5 day of
December, 2014 the above named

Allan C Dohve, Mary A.
Dohve and Jamie L.
Killoren

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

Kathleen M. Jett

* _____
Notary Public, State of Wisconsin
My Commission (expires) (is) 6-15-18

* Names of persons signing in any capacity must be typed or printed below their signature

Note A Wisconsin Real Estate Transfer Return is required if adding or deleting a name or a parcel to correct the original recorded deed

2029088

Recorded

November 04, 2014 11:11 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: \$30.00
Total Pages: 17

MORTGAGE

This instrument was drafted by:
Jill Derricks

**SERVICED
RELEASED**

NOV 16 2014

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

Parcel ID Number 322021100

[Space Above This Line For Recording Data]

VA Case Number 30-30-6-0398703
Loan # XXXXXXXXXXXX

THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF
VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated November 03, 2014, together with all Riders to this document.



3 2 5 0 1 6 8 0 9 3
WISCONSIN Single Family UNIFORM INSTRUMENT
Accenture Mortgage Cadence Document Center © 3741 04/10



M C M O R T D O T

(B) "Borrower" is Allan C Dohve And Mary A Dohve Husband and Wife 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 November 03, 2014 The Note states that Borrower owes Lender EIGHTY FOUR THOUSAND TWO HUNDRED SEVENTY THREE AND NO/100 Dollars (U.S. \$84,273.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 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 (s) applicable):

- | | |
|---|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) (specify) Assumption Rider |

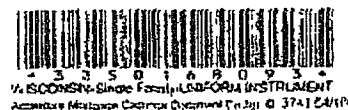
Initials ACD Initials TRD

(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 If the indebtedness secured hereby is guaranteed or insured under Title 38 United States Code such title and Regulations issued thereunder and in effect on the date hereof shall govern the rights duties and liabilities of the parties hereto and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto

(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 transfer as signified by check, draft or similar paper instrument which is initiated through an electronic transfer, telephonic instrument computer or magnetic tape so as to order, initiate 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



[Space Below This Line For Acknowledgment]

State of Wisconsin

County Octagonie

The instrument was acknowledged before me on October 31, 2014 November 3, 2014 ^{JK}

by Allan C Dohve and Mary A Dohve

Jam Killoren

Signature of notarial officer

Notary

Title or rank

My Commission expires

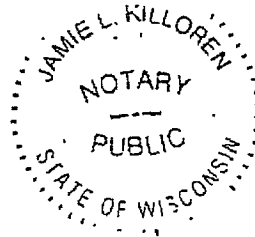
5/31/15

Origination Company Associated Bank, N A.

NMLSR ID 442791

Originator Jane Kahoun

NMLSR ID 253099



WISCONSIN-Single Family-UNIFORM INSTRUMENT
Accenture Mortgage Cadence Document Center © 3741 04/10



All of Lot One (1) in Block "F", of BLACK'S PLAT of part of Private Claim No. 33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

2032572

ASSIGNMENT OF MORTGAGE

Recorded

December 22, 2014 11:06 AM

Document number

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Return Address. Associated Loan Services
P O Box 8009
Stevens Point, WI 54481

Fee Amount: \$30.00
Total Pages: 1

ENVELOPE

Parcel I D. Number 322021100

MERS MIN 100052217018537287

MERS Contact #888-679-6377

For Value Received, Associated Bank, National Association, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Green Bay, Wisconsin, hereby assigns and transfers to Mortgage Electronic Registration Systems, Inc, its successors and assigns, P O Box 2026, Flint, Michigan 48501-2026 all its right, title and interest to a certain mortgage executed by ALLAN C DOHVE And MARY A DOHVE Husband and Wife to ASSOCIATED BANK NATIONAL ASSOCIATION and bearing the date of the 3rd day of November, 2014 and recorded in the office of the Register of Deeds of Outagamie County, Wisconsin as document number 2029088, in reel/volume N/A of Records/Mortgages on page/image N/A


All of Lot One (1) in Block "F", of BLACK'S PLAT of part of Private Claim No 33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin

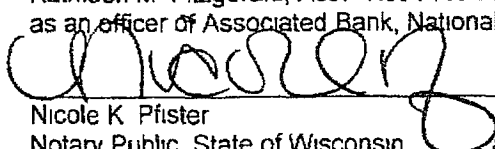
IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on November 13, 2014

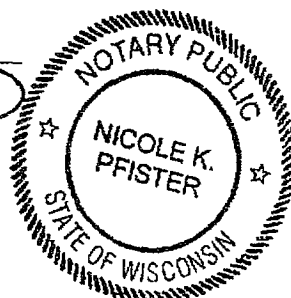
STATE OF WISCONSIN
Brown County

ASSOCIATED BANK, NATIONAL ASSOCIATION

This instrument was acknowledged
before me on November 13, 2014 by
Kathleen M Fitzgerald, Asst Vice President
as an officer of Associated Bank, National Association


Kathleen M Fitzgerald
Asst Vice President


Nicole K Pfister
Notary Public, State of Wisconsin
My commission expires 05-31-2015



This instrument was drafted by
Kathy Fitzgerald
Associated Bank, National Association