



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

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

#### ENDORSEMENT

**KBT File No.** 778187

**Project No.** 4075-33-00

**Dated:** July 27, 2015

**New Effective Date:** June 10, 2015

**Title Vested:** Daniel R. Sprister and Beth A. Sprister, husband and wife

**Taxes:** Taxes for the year 2014 in the amount of \$2,080.41 and all prior years are paid.

**Property Address:** 1501 Green Bay Road, Outagamie, Wisconsin

**Tax Key No.:** 322010400

**New Items recorded since** August 31, 2013

1. The mortgage described as Document No. 1534800, has been Satisfied by Satisfaction of Mortgage, recorded November 11, 2013, as Document No. 2002763.
2. Warranty Deed recorded November 14, 2013, as Document No. 2002623.
3. Mortgage from Daniel R. Sprister and Beth A. Sprister, husband and wife to Capital Credit Union, in the amount of \$35,000.00 dated November 5, 2013 and recorded November 14, 2013, as Document No. 2025528.
4. Possible Child Support Liens, not listed on prior report provided, as Docket Nos. 428417 and 478509.

**Copies of Document Nos. 2002763, 2002623, 2025528, 428417 and 478509 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](mailto:smadison@knightbarry.com) | [www.knightbarry.com](http://www.knightbarry.com)

Parcel #: PAY 1ST INSTALLMENT - \$ 990.41  
322 010400 OR

Bill #: 40672      PAY FULL PAYMENT - \$ 2,080.41  
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 010400      PAY 2ND INSTALLMENT - \$ 1,090.00

Bill #: 40672

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 010400 990.41  
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 010400 1,090.00

Bill #: 40872 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. 40672

Correspondence should refer to parcel number.

PARCEL#: 322 010400

Assessed Value Land	Ass'd Value Improve	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt Land	Est. Fair Mkt Improve	Total Est. Fair Mkt	A star in this box means unpaid prior year taxes	
14,800	86,000	100,800	1.0428	14,193	82,470	96,663		
2013 Est. State Aids Allocated Tax Dist.		2014 Est. State Aids Allocated Tax Dist.		2013 Net Tax		2014 Net Tax		% Tax
STATE		STATE		16.01		16.51		3.1%
COUNTY		COUNTY		454.09		471.34		3.8%
CITY		CITY		860.99		891.74		3.6%
KAUKAUNA SCHOOL		KAUKAUNA SCHOOL		739.48		751.20		1.6%
FOX VALLEY TECH		FOX VALLEY TECH		186.14		109.32		-41.3%
								%
								%
Totals		16,874,754 17,539,052		2,256.71 2,240.11		-7.8%		
First Dollar Credit				59.43 59.32		-0.2%		
Lottery & Gaming Credit				101.21 100.38		-0.8%		
Net Property Tax				2,096.07 2,080.41		-0.7%		
School taxes reduced by school levy tax credit \$		136.36		Important: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Not Assessed Value Rate (Does NOT reflect credits)		
DANIEL R & BETH A SPRISTER				BLACK PLAT OF PRT FC #33		.02222320		
						Total Due FOR FULL PAYMENT		
						\$ 2,080.41		
						BY JANUARY 31, 2015		
						Warning: If not paid by due dates, installments option is lost and total tax is delinquent subject to interest (see reverse).		

DANIEL R & BETH A SPRISTER  
1501 GREEN BAY RD  
KAUKAUNA WI 54132

Property Address 1501 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 010400

DANIEL R & BETH A SPRISTER  
1501 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

SPRISTER, DANIEL R & BETH A  
1501 GREEN BAY RD

KAUKAUNA, WI 541300000

### PROPERTY INFORMATION

Parcel ID: 322010400  
Document #: 002002623  
Tax Districts:  
KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### TAX INFORMATION

Installment	Amount
First:	990.41
Second:	1,090.00
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.

Base Tax:	2,180.79
Special Assessment:	.00
Lottery Credit:	100.38
Net Tax Due:	2,080.41
Amount Paid:	2,080.41
(View payment history info below)	
Current Balance Due:	.00
Interest:	.00
Total Due:	.00

### PAYMENT HISTORY

Date	Receipt #	Amount	Interest	Total
12/30/14	2549	2,080.41	.00	2,080.41

### CO-OWNER(S)

### PROPERTY DESCRIPTION

BLACK PLAT OF PRT PC #33 LOT 4 BLK C

Municipality:

CITY OF KAUKAUNA

Property Address:

1501 GREEN BAY RD

### LAND VALUATION

Code	Acres	Land	Impr.	Total
G1	.170	14,800	86,000	100,800
				<hr/>
	.170	14,800	86,000	100,800

Total Acres:

.170

Assessment Ratio:

1.0428

Fair Market Value:

96,663

### SPECIAL ASSESSMENT DETAIL

Code	Description	Amount
		<hr/>
		.00

RECORDING REQUESTED BY:  
WELLS FARGO HOME MORTGAGE  
ADAM CERVANTES  
X9400-L1C  
11200 W PARKLAND AVE  
MILWAUKEE WI 53224

AND WHEN RECORDED MAIL TO:  
WELLS FARGO HOME MORTGAGE  
LIEN RELEASE DEPT  
MAC X9400-L1C  
P.O. BOX 245018  
MILWAUKEE, WI 53224

Document #: **2002763**  
Date: **11-15-2013** Time: **11:30 AM** Pages: **1**  
Fee: **\$30.00** County: **OUTAGAMIE** State: **WI**

**SARAH R VAN CAMP**  
**REGISTER OF DEEDS**

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

**MORTGAGE RELEASE SATISFACTION AND DISCHARGE**

Parcel Identifier No: **32-2-0104-00**  
Loan Number: **0185890928**  
MERS ID: **100015902079527022**  
VRU Number: **1-888-679-6377**

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge said Mortgage in full and does hereby consent that the same be canceled and discharged of record.

Borrower(s): **JOHN L MILLER**

Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

Amount of Note: **92280.00**

Date of Mortgage: **03/24/2003** Recording Date: **04/10/2003** Instrument No: **1534800**

Legal: **LOT FOUR (4), BLOCK "C" OF BLACKS PLAT OF PART OF PRIVATE CLAIM NO. 33 LYING BETWEEN LAWE STREET AND PLANK RD., CITY OF KAUKAUNA, OUTGAMIE COUNTY, WISCONSIN.**

Property Address: **1501 GREEN BAY ROAD, KAUKAUNA, WI 54130**

and recorded in the official records of **Outagamie County, State of Wisconsin** affecting Real Property and more particular, described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of **11/15/2013**.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

*Linda Naidl*

**LINDA NAIDL, Assistant Secretary**

STATE OF **WI**  
COUNTY OF **Milwaukee** } S.S.

On **11/15/2013**, before me **GALINA ASRIYANS**, Notary Public, personally appeared **LINDA NAIDL, Assistant Secretary** personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Galina Asriyans*

**GALINA ASRIYANS**  
My Commission Expires: **10/15/2014**

**Galina Asriyans**  
**Notary Public**  
**State Of Wisconsin**

Drafted By: **ADAM CERVANTES**

State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**

Document Number

Document Name

Document #: **2002623**  
Date: **11-14-2013** Time: **09:56 AM** Pages: **1**  
Fee: **\$30.00** County: **OUTAGAMIE** State: **WI**  
Transfer Fee: \$265.50  
**SARAH R VAN CAMP**  
**REGISTER OF DEEDS**

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

THIS DEED, made between John Louis Miller

("Grantor," whether one or more), and Daniel R. Sprister and Beth A. Sprister

HUSBAND AND WIFE

("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):

Lot 4, Block "C" of Black's Plat of Part of Private Claim No. 33 lying between Lawe Street and Plank Rd., City of Kaukauna, Outagamie County, Wisconsin.

Recording Area

Name and Return Address

Daniel R. Sprister and Beth A. Sprister  
1501 Green Bay Road  
Kaukauna, WI 54130

**32-2-0104-00**

Parcel Identification Number (PIN)

This is not 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: Municipal and zoning ordinances and agreements entered under them, recorded easements, recorded restrictions and covenants, and general taxes for 2012 and thereafter.

Dated 11/01/2013

\_\_\_\_\_  
\* John Louis Miller (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) ss.  
OUTAGAMIE COUNTY )

\* Personally came before me on 11/01/2013  
the above-named John Louis Miller

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

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

THIS INSTRUMENT DRAFTED BY:  
Attorney Paul Karas  
4136321

\* Richard J. Van Grinsven  
Notary Public, State of Wisconsin  
My commission (~~is permanent~~) (expires: 8/28/16)

(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

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\*Type name below signatures.

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

# MORTGAGE (NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, or household purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

Account No. 38232111 42

In consideration of the sum

THIRTY-FIVE THOUSAND AND 00/100 DOLLARS

Dollars (\$ 35,000.00 ) the receipt of which is acknowledged,

DANIEL R SPRISTER AND BETH A SPRISTER,

HUSBAND AND WIFE.

("Mortgagor," whether one or more) mortgages, conveys, grants a security interest, and warrants to CAPITAL

Credit Union ("Credit Union"), of KIMBERLY, Wisconsin

and its successors and assigns the following described real estate in OUTAGAMIE

County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right to eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

LOT 4, BLOCK "C" OF BLACK'S PLAT OF PART OF PRIVATE CLAIM NO. 33 LYING BETWEEN LAWE STREET AND PLANK RD., CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

Document #: **2002624**

Date: **11-14-2013** Time: **09:56 AM** Pages: **2**

Fee: **\$30.00** County: **OUTAGAMIE** State: **WI**

**SARAH R VAN CAMP**

**REGISTER OF DEEDS**

\*\*\*The above recording information verifies this document has been electronically recorded and returned to the submitter\*\*\*

RETURN TO

**CAPITAL CREDIT UNION**

**PO BOX 410**

**KIMBERLY, WI 54136**

Parcel ID Number 322 010400

THIS IS A PURCHASE MONEY MORTGAGE

1501 GREEN BAY RD

KAUKAUNA WI 54130

Check if applicable: ☐ Description of property is continued on an attached sheet

☐ This is a construction mortgage.

Check one: This ☒ (is) ☐ (is not) the homestead of Mortgagor.

1. **Covenant of Title.** Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due, a prior mortgage ("First Mortgage") to NONE

dated \_\_\_\_\_, and \_\_\_\_\_

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to the Credit Union of the following (together, the "Obligations"): (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of a Promissory Note of Borrower to Credit Union of this date (or dated \_\_\_\_\_) and any extensions, renewals, modifications, or refinancings thereof signed by any Borrower (all called the "Note"); (b) the payment of any additional and subsequent advances or payments made by the Credit Union to any Borrower or Mortgagor, whether alone or with one or more others; (c) the performance of all covenants, conditions and agreements contained in this Mortgage; and (d) the payment of all sums, with interest, paid by the Credit Union under § 6 to protect the security of this Mortgage. If the Obligations and all additional and subsequent advances made by the Credit Union are paid, each according to their terms, and all other obligations, terms, conditions, covenants and agreements contained in this Mortgage or the Note are met, then the Credit Union will satisfy this Mortgage upon request of Mortgagor.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS.

Signed this 5th day of NOVEMBER 2013

Daniel R Sprister  
Mortgagor

Beth A Sprister  
Mortgagor

DANIEL R SPRISTER

BETH A SPRISTER

STATE OF WISCONSIN

OUTAGAMIE

County } ss

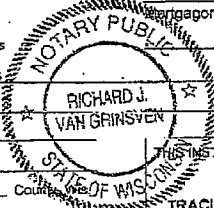
This instrument was acknowledged before me on 11/05/2013

HUSBAND AND WIFE

Richard J. Van Grinsven

Notary Public

My Commission Expires: 8/28/16



by DANIEL R SPRISTER AND BETH A SPRISTER,

THIS INSTRUMENT WAS DRAFTED BY:

TRACI NASSEN

\* Type or Print Name Signed Above

Credit Union - Original

# ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges that may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Obligations, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Obligations and the unpaid balance of the note(s) on Obligations secured by the First Mortgage without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
  - (a) To pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
  - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
  - (c) **Liens.** To keep the Property free from all liens and mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
  - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
  - (e) **Conveyance.** Not to convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5, without prior written consent of Credit Union. Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Obligations or this Mortgage;
  - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility;
  - (g) **Condemnation.** To pay to Credit Union all compensation but not in excess of the unpaid balance of the Obligation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
  - (h) **Subrogation.** That the Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
  - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. The Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
  - (j) **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, to keep such mortgage and all taxes current and not in default under the terms of the mortgage.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Obligations, or there is a legal proceeding that may significantly affect the Credit Union's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce a law or regulation) Credit Union may perform or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required. All amounts paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest at the rate stated in the Note from the date the Credit Union performs the duty until the date Mortgagor repays the Credit Union. In the event Mortgagor fails to insure the Property as required by the Note or this Mortgage, Credit Union may, at its option, purchase such insurance only in the amount that protects Credit Union's interest in the Property and not Mortgagor's equity in the Property, and Mortgagor will be bound to pay Credit Union as provided above in this section.
7. **Ability to Pay.** Mortgagor shall not take any action or permit any event to occur that would materially impair Mortgagor's ability to pay the amounts due under the Note and the Obligations. Such actions or events include, but are not limited to, the death of a Mortgagor (or Mortgagor's spouse or a surety or guarantor of any of the Mortgagor's Obligations under the Note), a change of marital status or marital domicile, or a Mortgagor becoming insolvent or a subject of a bankruptcy or other insolvency proceeding.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence 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. Mortgagor shall promptly give Credit Union written notice of 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 Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. "Environmental Law" means federal, state and local laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, agreements, or Obligations of this Mortgage or the Note that it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by the Note and this Mortgage due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both: upon default by Mortgagor in any payment provided in this Mortgage or by the Note this Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby any one may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case of Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the Obligations, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Mortgagor to observe or perform any of the Obligations, contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or property owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.104 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered, if the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or property owned by tax exempt charitable organization. Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorneys fees (to the extent not prohibited by § 428.103(e) Wis. Stats.) for services performed in enforcing or protecting the Credit Union's rights under this Mortgage. Such fees and expenses include but are not limited to those incurred in obtaining title evidence, environmental assessments, inspections, audits, and valuations.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.
18. **Assignment of Rents and Leases.** As additional security for the Obligations, Mortgagor assigns to Credit Union any and all rents, lease payments, issues, and profits (together, "Rents") that become due or are paid for the use of any portion of the Property. Upon default, Credit Union shall be entitled to obtain from Mortgagor or collect from any tenant all such Rents and to notify any or all tenants to turn over or pay all Rents directly to Credit Union. This assignment is enforceable and Credit Union may take all actions to enforce the assignment without taking possession of the Property or obtaining appointment of a receiver.
19. **Entire Agreement.** This Mortgage is intended to evidence the entire agreement of Mortgagor and Credit Union concerning the terms and conditions described in it.

## Lien Docket Detail

Lien Docket information as of 6/19/2015 12:04:37 PM

<b>Name:</b>	MILLER, JOHNNY LEE	<b>Lien Amount:</b>	\$59,125.94
<b>Date of Birth:</b>	05/01/1968	<b>End Date:</b>	N/A
		<b>End Reason:</b>	N/A
<b>Docket #:</b>	428417		
<b>Filing Date:</b>	03/03/2013		
<b>Child Support Agencies with Lien:</b>	Milwaukee	<b>Contact Child Support Agency:</b>	Milwaukee
		<b>Contact CSA List Link</b>	

[Return to Search Results](#)[Search by Lien Docket Number](#) | [Search by Name](#) | [Help](#)



## Lien Docket Detail

Lien Docket information as of 6/19/2015 12:05:01 PM

<b>Name:</b>	MILLER, JOHNNY LEE JR	<b>Lien Amount:</b>	\$1,046.36
<b>Date of Birth:</b>	01/19/1983	<b>End Date:</b>	N/A
		<b>End Reason:</b>	N/A
<b>Docket #:</b>	478509		
<b>Filing Date:</b>	10/05/2014		
<b>Child Support Agencies with Lien:</b>	Dane	<b>Contact Child Support Agency:</b>	Dane
		<b>Contact CSA List Link</b>	

[Return to Search Results](#)[Search by Lien Docket Number](#) | [Search by Name](#) | [Help](#)