



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. 778397

Project No. 4075-33-00

Dated: July 14, 2015

New Effective Date: June 11, 2015

Title Vested: Brenda L. Brown (n/k/a Brenda L. Weber) and John M. Weber

Taxes: Taxes for the year 2014 in the amount of \$2,349.30 and all prior years are paid.

Property Address: 1614 Green Bay Rd., Kaukauna, WI 54130

Tax Key No.: 322065700

New Items recorded since September 13, 2013

- 1) Mortgage from John M. Weber, husband and Brenda L. Weber f/k/a Brenda L. Brown, wife to East Wisconsin Savings Bank SA in the amount of \$183,000.00 dated May 23, 2014 and recorded May 30, 2014, as Document No. 2016274.
- 2) The mortgage described as Document No. 919351, has been Satisfied by Satisfaction of Mortgage, recorded June 18, 2014, as Document No. 2017777.

Copies of Document Nos. – 2016274 and 2017777

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 - \$ 1,125.30  
322 065700 OR

Bill #: 41132      PAY FULL PAYMENT - \$ 2,349.30  
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 065700      PAY 2ND INSTALLMENT - \$ 1,224.00

Bill #: 41132

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 065700 1,125.30  
CITY OF KAUKAUNA  
Bill #: TAX OFFICE HOURS 8:00AM-4:30PM M-F CITY  
41132 HALL CLOSED DEC 24&25,2014 & JAN 1 2015  
DOG LICENSES-SPAYED/NEUTERED WMICROCHIP  
\$5 WITHOUT \$15; UNSPAYED/UNNEUTERED  
WMICROCHIP \$10 WITHOUT \$20 LATE FEE-\$5  
DROP BOX BY POLICE DEPT. ENTRANCE  
ALTERNATE PAYMENT SITE -  
UNISON CREDIT UNION - NORTH & SOUTH

Parcel #:	1,224.00
322 065700	

Bill #: 41132  
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. 41132

Correspondence should refer to parcel number

PARCEL #: 322 065700

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	
14,300	98,600	112,900	1.0428	13,713	94,553	108,266		
2013		2014		2013		2014		
Est. State Aide		Est. State Aide		Net Tax		Net Tax		% Ten.
Allocated Tax Dist.		Allocated Tax Dist.		Change		Change		%
TAKING JURISDICTION				508.60		527.92		3.8%
STATE				964.34		998.78		3.6%
COUNTY				828.24		841.37		1.6%
CITY				208.49		122.44		-41.3%
KACKAUNA SCHOOL								%
FOX VALLEY TECH								%
Totals		16,874,754 17,539,052		2,527.60 2,509.00		-7.1%		
First Dollar Credit				59.43		59.32		-.2%
Lottery & Gaming Credit				101.21		100.38		-.8%
Net Property Tax				2,366.96		2,349.30		-.7%
School taxes reduced by school levy tax credit*		152.73						
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 reflect Credits)		Warning: If not paid by due dates, installments option is lost and total tax is delinquent subject to interest (see reverse).		
JAS BLACKS SUBD OF PC33 BETW				.0222320				

JOHN M WEBER  
BRENDA L BROWN  
1614 GREEN BAY RD  
KAUKAUNA 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.  
JAS BLACKS SUBD OF PC33 BETW  
GREEN BAY RD & PLANK RD  
LOT 13 BLK 1 7746M23

Net Assessed Value Rate  
(Does NOT reflect Credits)  
02222320

Property Address 1514 GREEN BAY RD  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY

CITY OF KAUKAUNA  
FROM 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 065700

JOHN M WEBER  
BRENDA L BROWN  
1614 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

BROWN, BRENDA L  
1614 GREEN BAY RD  
KAUKAUNA, WI 541300000

### PROPERTY INFORMATION

Parcel ID: 322065700

Document #:

Tax Districts:

KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
First:	1,125.30
Second:	1,224.00
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:	2,449.68
Special Assessment:	.00
Lottery Credit:	100.38
Net Tax Due:	2,349.30
Amount Paid:	2,349.30
(View payment history info below)	
Current Balance Due:	.00
Interest:	.00
Total Due:	.00

### PAYMENT HISTORY

<u>Date</u>	<u>Receipt #</u>	<u>Amount</u>	<u>Interest</u>	<u>Total</u>
12/29/14	2775	2,349.30	.00	2,349.30

### CO-OWNER(S)

WEBER, JOHN M

### PROPERTY DESCRIPTION

JAS BLACKS SUBD OF PC33 BETW GREEN BAY RD & PLANK RD  
LOT 13 BLK 1-7746M23

Municipality: CITY OF KAUKAUNA

Property Address: 1614 GREEN BAY RD

### LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
01	.170	14,300	98,600	112,900
	.170	14,300	98,600	112,900
<u>Total Acres:</u>				.170
<u>Assessment Ratio:</u>				1.0428
<u>Fair Market Value:</u>				108,266

### SPECIAL ASSESSMENT DETAIL

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

2016274

Recorded

May 30, 2014 1:56 PM

Return Address: East Wisconsin Savings Bank SA  
109 W 2nd Street  
Kaukauna WI, 54130

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS

Fee Amount: \$30.00  
Total Pages: 6

Parcel Number: 260-310000 & 322-065700

## MORTGAGE

(With Future Advance Clause)

- ☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin

Space Above This Line For Recording Data

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is May 23, 2014 and the parties and their addresses are:

MORTGAGOR: John M. Weber,  
Husband  
1614 Green Bay Rd  
Kaukauna, WI 54130-1258

Brenda L. Weber,  
f/k/a Brenda L. Brown, Wife  
1614 Green Bay Rd  
Kaukauna, WI 54130-1258

This is a Purchase Money Mortgage. This is a non-homestead property.

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: East Wisconsin Savings Bank SA  
109 W 2nd Street  
Kaukauna, WI 54130

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:  
Lot Three (3), Skyview Acres, Village of Little Chute, Outagamie County, Wisconsin.  
AND  
All of Lot Thirteen (13), Block One (1), James Black's Subdivision of Private Claim 33, City of Kaukauna, Outagamie County, Wisconsin.

The property is located in OUTAGAMIE County at 1029-1031 W. Florida Ave. Little Chute, WI. 54140 (County)

1614 Green Bay Rd. Kaukauna, WI. 54130 (City) Wisconsin (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ N/A. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

REAL ESTATE NOTE dated 5/23/2014 for \$183,000.00

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor 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 of demand on Mortgagor.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
- If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.
- Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.
- Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
- 12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.
- Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.
- 14. DEFAULT.** Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.
- 15. NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 16. ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
- 17. DEFAULT CHARGES AND ATTORNEYS' FEES.** Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by Wis. Stat. Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in Wis. Stat. Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.

18. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor 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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
19. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
20. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
21. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
22. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

24. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
25. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
26. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
27. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
28. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
30. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.
31. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
  - ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - ☐ **Additional Terms.**

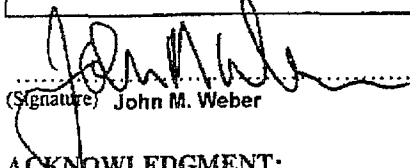
N/A



**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

**NOTICE TO CUSTOMER**

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED A PARTIAL REFUND OF THE FINANCE CHARGE.

  
(Signature) John M. Weber

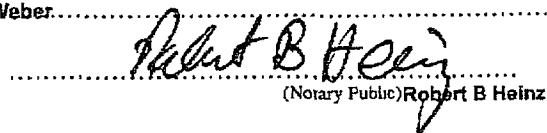
05/23/2014 [Seal]  
(Date)

  
(Signature) Brenda L. Weber

05/23/2014 [Seal]  
(Date)

**ACKNOWLEDGMENT:**

STATE OF Wisconsin, COUNTY OF Outagamie } ss  
(Individual) This instrument was acknowledged before me this 23rd day of May, 2014  
by John M. Weber and Brenda L. Weber  
My commission expires: 06/05/2016  
(Seal)

  
(Notary Public) Robert B. Heinz

This instrument was drafted by Darlene Bierman for East Wisconsin Savings Bank SA (name)

Loan origination organization **East Wisconsin Savings Bank SA**  
NMLS ID **447229**  
Loan originator **Bob Heinz**  
NMLS ID **708162**

# SATISFACTION OF MORTGAGE

Document Number

Document Title

KNOW ALL MEN BY THESE PRESENTS, that the East Wisconsin Savings Bank, S.A., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, having its principal officer in the City of Kaukauna, County of Outagamie, and State of Wisconsin, does hereby certify and acknowledge that a certain mortgage, bearing date on the 15th day of July A.D. 1987, made and executed by John M. Weber and Brenda L. Brown, both being single persons to the EAST WISCONSIN SAVINGS AND LOAN ASSOCIATION, which said mortgage was duly recorded in the office of the Register of Deeds in the County of Outagamie in the State of Wisconsin, on the 17th day of July A.D. 1987, at 10:00 o'clock A.M., in Jacket 7746 of (Mortgages/Records) on Image 24 Document No. 919351, described as follows,

2017777

Recorded

June 18, 2014 9:35 AM

OUTAGAMIE COUNTY  
SARAH R. VAN CAMP  
REGISTER OF DEEDS

Fee Amount: \$30.00  
Total Pages: 1

Recording Area

Name and Return Address

East Wisconsin Savings Bank  
109 W. Second St.  
Kaukauna, WI 54130

Parcel Identification Number (PIN)

Lot Thirteen (13), Block One (1), James Black's Subdivision of Private Claim 33, City of Kaukauna, Outagamie County, Wisconsin.

is fully, paid, satisfied and discharged, and does hereby release the same, and the Register of said county is hereby authorized to enter this satisfaction of record.

IN WITNESS WHEREOF, the said East Wisconsin Savings Bank, S.A. Has caused these presents to be signed by Patty Roloff, its Vice President, and countersigned by Kay M. Dorow, its Secretary, at Kaukauna, Wisconsin, and its corporate seal to be hereunto affixed, this 13th day of June, 2014.

EAST WISCONSIN SAVINGS BANK, S.A., Formerly the East Wisconsin Savings and Loan Association

Patty Roloff Vice President  
Patty Roloff

Kay M. Dorow Secretary  
Kay M. Dorow

STATE OF WISCONSIN}

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OUTAGAMIE COUNTY}

Personally came before me, this 13th day of June A.D., 2014,

Patty Roloff Vice President, and Kay M. Dorow Secretary,  
Of the East Wisconsin Savings Bank, S.A., of Kaukauna, Wisconsin, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the fee act and deed of said corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

Darlene Bierman (SEAL)

for East Wisconsin Savings Bank, S.A.

Karen Nechodom  
Karen Nechodom

Notary Public, Outagamie County, State of Wisconsin

My Commission expires 12-11-16