

Bay Title & Abstract, Inc.

John C. May
President

345 S. Monroe Avenue
Green Bay, WI 54301

Phone 920-431-6100
Fax 920-431-6101

TITLE SEARCH REPORT

Wisconsin Dept. of Transportation
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

LR NO. 68478

ATTN: Ruth Johnson

PROJECT NO: 4075-33-00

A search of the records in the office of the Outagamie County Register of Deeds, Outagamie County Clerk of Courts and Outagamie County Treasurer was conducted on the following:

TRACT DATE: August 27, 2013 at 12:01 a.m.

LEGAL DESCRIPTION:

All of Lot Fourteen (14), Block "A" and the Northwesterly 20 feet of Lot Twelve (12), Block "A", according to the recorded A.C. Black's Plat of part of Private Claim 33, lying between Lawe Street and the Plank Road, in the City of Kaukauna, Outagamie County, Wisconsin; and as to the portion of Lot 12 herein conveyed, it is intended to cover the strip of Lot 12 which is 20 feet wide by 120 feet long, lying immediately adjacent to Lot 14 in said Block "A".

TAX PARCEL NO. 322004200

PROPERTY ADDRESS: 152 Washington Street, Kaukauna, WI 54130

MAILING ADDRESS: 152 Washington Street, Kaukauna, WI 54130

TITLE VESTS:

Joshua M. Hartzheim and Tiffany A. Hartzheim, husband and wife by virtue of a Warranty Deed dated May 31, 2012 and recorded June 6, 2012 as Doc. No. 1948006.

MORTGAGES:

Mortgage executed by David L. Schoen, a single person to The Bank of Kaukauna in the amount of \$80,000.00, dated March 17, 2009 and recorded March 24, 2009 as Doc. No. 1827638.

NOTE: The foregoing Mortgage is from previous owner and remains unsatisfied of record.

Mortgage executed by David L. Schoen, a single person to The Bank of Kaukauna in the amount of \$15,000.00, dated August 5, 2010 and recorded August 12, 2010 as Doc. No. 1882131.

NOTE: The foregoing Mortgage is from previous owner and remains unsatisfied of record.

Mortgage executed by Joshua M. Hartzheim and Tiffany A. Hartzheim, husband and wife to Associated Bank National Association in the amount of \$106,400.00, dated May 31, 2012 and recorded June 6, 2012 as Doc. No. 1948007.

EXCEPTIONS:

Rights of the public in that portion of the within described premises lying within the limits of public roads and public rights of way.

Easement for storm sewer to City of Kaukauna recorded in Vol. 476 Records, Page 337 as Doc. No. 491582.

Easement for storm sewer to City of Kaukauna recorded in Vol. 476 Records, Page 339 as Doc. No. 491583.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$2,648.19, less lottery credit of \$85.86 for a balance of \$2,562.33, have been paid.

Assessments:	Land: \$17,700	Improvements: \$102,500	FMV: \$113,923
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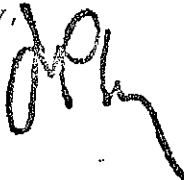
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

Certification is only made for the 60 year time period prior to the effective date stated herein.

No search has been made for special improvement bonds, special assessments, deferred charges for public works.

Thank you for the opportunity to serve your title needs.

Sincerely,

A handwritten signature in dark ink, appearing to be 'J. C. May', written over the word 'Sincerely,'.

BAY TITLE & ABSTRACT, INC.
John C. May, President

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 2
WARRANTY DEED

1948006

Recorded
June 06, 2012 8:13 AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$336.00
Total Pages: 1David L. Schoen, a single person
conveys and warrants toJoshua M. Hartzheim and Tiffany A. Hartzheim, husband and wife, as
survivorship marital property the following described real estate in
OUTAGAMIE County, State of Wisconsin:All of Lot Fourteen (14), in Block "A" and the Northwesterly Twenty
(20) feet of Lot Twelve (12), in Block "A", all in A.C. Black's Plat of a
part of Private Claim Thirty-three (33), lying between Lawe Street
and the Plank Road, in the City of Kaukauna, Wisconsin; and as to
the portion of Lot Twelve (12) herein conveyed, it is intended to cover
the strip of Lot Twelve (12) which is Twenty (20) feet wide by One
Hundred Twenty (120) feet long, lying immediately adjacent to Lot
Fourteen (14) in said Block "A".

RETURN TO

Joshua M. & Tiffany A. Hartzheim
152 Washington Street
Kaukauna, WI 54130

Tax Parcel No: 322004200

This _____ is _____ homestead property.
(is)(is not)Exception to warranties: Municipal and zoning ordinances and agreements entered under them, recorded easements for the
distribution of utility and municipal services, recorded building and use restrictions and covenants, and further except 2012
real estate taxes.

Dated this 31st day of May, 2012.

David L. Schoen

AUTHENTICATION

Signatures authenticated this _____ day of _____,
20____.*
TITLE: MEMBER STATE BAR OF WISCONSIN(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Outagamie }

ss.

Personally came before me this 31st day of May, 2012 the above
named David L. Schoen to me known to be the person(s) who
executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY

WEHNER LAW OFFICE

Attorney Richard Wehner

(Signatures may be authenticated or acknowledged. Both are
not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

*
Notary Public Outagamie County, Wis.My Commission is permanent. (If not, state expiration
date: 9-29-13)KATHIE S. LANDRO
Notary Public
State of Wisconsin

STREET

GRANT STREET

2-0044

2-0042

2-0041

2-0039

2-0037

2-0035

2-0038

2-0036

2-0033

2-0034

2-0030

2-0072

2-0070

2-0068

AT 2-0895

8 164.43

City of
Kauauna

0 20 40 60ft

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and no conclusions drawn are the responsibility of the user.

49158

VOL 476 PAGE 337

and

VOL 476 PAGE 338

EASEMENT FOR STORM SEWER

For and in consideration of One Dollar and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned does hereby grant to the City of Kaukauna, a Municipal Corporation, located in Outagamie County, Wisconsin, its successors or assigns, the right to lay, maintain and repair a storm sewer line on and over the following described real estate, to-wit:

Lots 6, 8, 10, and 12, in Block "A",
Black's Plat, Second Ward, City of
Kaukauna, Outagamie County, Wisconsin

It is especially provided, however, that all damage to property or the like, caused by laying, operating, or repairing said storm sewer shall be paid for by the City of Kaukauna.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, this 17 day of August, 1956.

In Presence of:

William H. Grapentin
William Grapentin

Karl E. Marzahl
Karl E. Marzahl

Hildegard Grapentin
Hildegard Grapentin

H. F. McAndrews
H. F. McAndrews

STATE OF WISCONSIN)
) SS.
OUTAGAMIE COUNTY)

Personally came before me this 17th day of August, 1956, the above named William Grapentin and Hildegard Grapentin, to me known to be the persons who executed the foregoing Easement, and acknowledged the same.

My Commission Expires Dec. 31, 1958

Karl E. Marzahl
Karl E. Marzahl
Notary Public, Outagamie Co., Wis.

My comm exp. _____

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WIS.
Received for Record the 17
day of August, A.D. 1956
at 11:00 a.m. and Registered in
Vol. 476 Page 337
J. M. Peltola
C. REGISTER

(15)

49158

VOL. 476 PAGE 339

and

VOL. 476 PAGE 340

EASEMENT FOR STORM SEWER

For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned does hereby grant to the City of Kaukauna, a Municipal Corporation, located in Outagamie County, Wisconsin, its successors or assigns, the right to lay, maintain, and repair a storm sewer line on and over the following described real estate, to-wit:

Lot Fourteen (14), Block "A", Black's Plat, Second Ward, City of Kaukauna, Outagamie County, Wisconsin.

It is especially provided, however, that all damage to property and the like, caused by laying, operating and repairing said storm sewer shall be paid for by the City of Kaukauna.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 20 day of August, 1956.

In Presence of:

Karl E. Marzahl
Karl E. Marzahl

H. F. McAndrews
H. F. McAndrews

Gerald W. VanderLoop
Gerald VanderLoop

Wilma VanderLoop
Wilma Vander Loop

STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

Personally came before me this 20 day of August, 1956, the above named Gerald Vander Loop & Wilma Vander Loop to me known to be the persons who executed the foregoing Easement and acknowledged the same.

Karl E. Marzahl
Karl E. Marzahl
Notary Public, Outagamie Co., Wis.

My Comm. Exp.

My Commission Expires Dec. 18, 1959

REGISTRAR'S OFFICE
OUTAGAMIE COUNTY, WIS.
Received for Record the
day of Aug. A.D. 19 56
at 11:00 M. and Registered in
Vol. 476 of 1 m. 10 REGISTER

10

1827638

After Recording Return To: The Bank Of Kaukauna
264 W. Wisconsin Avenue, PO Box
320
Kaukauna, WI 54130

Recorded
Mar. 24, 2009 AT 01:37PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$41.00
Total Pages 16

Parcel Identifier Number: 322-004200



MORTGAGE

[Space Above This Line For Recording Data]

41.00
116

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated March 17, 2009, together with all Riders to this document.

(B) "Borrower" is David L. Schoen, A Single Person.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is The Bank Of Kaukauna.

Lender is a Corporation organized and existing under the laws of Wisconsin. Lender's address is 264 W. Wisconsin Avenue, PO Box 320, Kaukauna, WI 54130.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 17, 2009. The Note states that Borrower owes Lender Eighty Thousand and 00/100.

80,000.00 Dollars (U.S. \$ 80,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2024.

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

in the _____ County _____ of _____ Outagamie _____ :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

All of Lot Fourteen (14), in Block "A" and the Northwesterly 20 feet of Lot Twelve (12), in Block "A", all in A.C. BLACKS PLAT OF A PART OF PRIVATE CLAIM 33, lying between Lawe Street and the Plank Road, in the City of Kaukauna, Wisconsin; and as to the portion of Lot 12 herein conveyed it is intended to cover the strip of Lot 12 which is 20 feet wide by 120 feet long lying immediately adjacent to Lot 14 in said Block "A".

which currently has the address of _____ 152 Washington Street _____
[Street]
_____ Kaukauna _____, Wisconsin _____ 54130 _____ ("Property Address"):
[City] [Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by

1882131

Recorded
 Aug. 12, 2010 AT 10:59AM
 OUTAGAMIE COUNTY
 JANICE FLENZ
 REGISTER OF DEEDS
 Fee Amount: \$38.00
 Total Pages 3



Financial Link®
 W. B. A. 428 409 11142
 © 2009 Wisconsin Bankers Association / Distributed by FIPCO®
 DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

David L. Schoen, A Single Person

("Mortgagor," whether one or more), whose address is

152 Washington Street, Kaukauna, WI 54130

mortgages, conveys, assigns, grants a security interest in and warrants to

The Bank Of Kaukauna

264 W. Wisconsin Avenue, P.O. Box 320, Kaukauna, WI 54130

("Lender") in consideration of the sum of

Fifteen Thousand and 00/100

Dollars

(\$ 15,000.00), loaned or to be loaned to David L. Schoen

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated August 5, 2010

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

1. **Description of Property.** (This Property is the homestead of Mortgagor.)

All of Lot Fourteen (14), in Block "A" and the Northwestern 20 feet of Lot Twelve (12), in Block "A", all in A.C. BLACKS PLAT OF A PART OF PRIVATE CLAIM 33, lying between Lawe Street and the Plank Road, in the City of Kaukauna, Wisconsin; and as to the portion of Lot 12 herein conveyed it is intended to cover the strip of Lot 12 which is 20 feet wide by 120 feet long lying immediately adjacent to Lot 14 in said Block "A".

Recording Area

Name and Return Address
 The Bank Of Kaukauna

264 W. Wisconsin Avenue, P.O. Box 320
 Kaukauna, WI 54130

322-004200

Parcel Identifier No.

③

☐ If checked here, description continues or appears on attached sheet(s).

☐ If checked here, this Mortgage is a construction mortgage.

☐ If checked here, Condominium Rider is attached.

2. **Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and a mortgage to The Bank of Kaukauna

3. **Escrow.** Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. **Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

a. Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that 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.

16. **Foreclosure Without Deficiency Judgment.** 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, Mortgagor agrees to the provisions of §846.101 Wis. Stats., 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 owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., 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.

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. **Other Provisions.** (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY 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 TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed August 5, 2010

(Date)

(SEAL)

(Type of Organization)

(State of Organization)

(Organizational I.D. Number, if any)

By: _____ (SEAL)

David L. Schoen

(SEAL)

By: _____ (SEAL)

(SEAL)

By: _____ (SEAL)

(SEAL)

By: _____ (SEAL)

(SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of _____

STATE OF Wisconsin

County of Outagamie

} ss.

authenticated this _____ day of _____

Instrument was acknowledged before me on August 5, 2010

by David L. Schoen

(Name(s) of person(s))

(Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or
authorized under § 706.06, Wis. Stats.

(Name of party on behalf of whom instrument was executed, if any)

This instrument was drafted by

Terry L. Braeger

Michael J. Weaver

Notary Public, Wisconsin

My Commission (Expires)

October 23, 2011

1948007

Recorded
June 06, 2012 8:13 AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$30.00
Total Pages: 15

MORTGAGE



This instrument was drafted by:
Sara Huens

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

Parcel ID Number: 322004200

15

[Space Above This Line For Recording Data]

Loan #: 3250086051

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated May 31, 2012, together with all Riders to this document.
- (B) "Borrower" is Joshua M Hartzheim And Tiffany A Hartzheim 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 May 31, 2012. The Note states that Borrower owes Lender ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. \$106,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2042.
- (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



WISCONSIN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence, LLC © 3049 02/06



Form 3050 1/01 (page 1 of 14 pages)

which currently has the address of **152 Washington St [Street], Kaukauna [City], Wisconsin, 54130 [Zip Code]** ("Property Address"):

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

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a



WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence, LLC © 3049 02/06



Form 3050 1/01 (page 3 of 14 pages)

Addendum A

Legal Description as follows: All of Lot Fourteen (14), in Block "A" and the Northwestern Twenty (20) feet of Lot Twelve (12), in Block "A", all in A.C. Black's Plat of a part of Private Claim Thirty-three (33), lying between Lawe Street and the Plank Road, in the City of Kaukauna, Wisconsin; and as to the portion of Lot Twelve (12) herein conveyed, it is intended to cover the strip of Lot Twelve (12) which is Twenty (20) feet wide by One Hundred Twenty (120) feet long, lying immediately adjacent to Lot Fourteen (14) in said Block "A".

A handwritten signature in black ink, appearing to be "JAH" or similar, located in the bottom right corner of the page.



2012 Property Record | Outagamie County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 08/13/2013

Tax Bill

(requires Adobe Reader)

OWNER

HARTZHEIM, JOSHUA M & TIFFANY
152 WASHINGTON ST

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322004200
Document #: 001948006
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,238.33
<u>Second:</u>	1,324.00
<u>Third:</u>	0.00
<u>Fourth:</u>	0.00

City of Appleton properties have an option of 4 installments that are due by:

1- Jan. 31; 2 - March 31; 3 - May 31; 4 - July 31
All installments payable to **CITY OF APPLETON**

All other Outagamie County properties have 2 installments that are due by:

1- Jan. 31 : Payable to **LOCAL MUNICIPALITY**
2- July 31 : Payable to **OUTAGAMIE COUNTY**

<u>Base Tax:</u>	2,648.19
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,562.33
<u>Amount Paid:</u>	2,562.33
(View payment history info below)	
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

CO-OWNER(S)

PROPERTY DESCRIPTION

BLACKS PLAT OF PRT PC33 NWLY20 FT LOT 12 BLK A & ALL LOT 14 BLK A

Municipality: CITY OF KAUKAUNA
Property Address: 152 WASHINGTON ST

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	0.22	17,700	102,500	120,200
<hr/>				
	0.22	17,700	102,500	120,200
<u>Total Acres:</u>				0.22
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				113,923

SPECIAL ASSESSMENT DETAIL

<u>Code</u>	<u>Description</u>	<u>Amount</u>
		0.00

PAYMENT HISTORY

<u>Date</u>	<u>Receipt #</u>	<u>Amount</u>	<u>Interest</u>	<u>Total</u>
12/27/12	2386	2,562.33	0.00	2,562.33