

# 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. 68437

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 30, 2013 at 12:01 a.m.

### **LEGAL DESCRIPTION:**

Lot Three (3) in Block "B" of Black's Plat of part of Private Claim No. 33, lying between Lawe Street and Plank Road, in the City of Kaukauna, Outagamie County, Wisconsin.

**TAX PARCEL NO.** 322006500

**PROPERTY ADDRESS:** 1405 Green Bay Road, Kaukauna, WI 54130

**MAILING ADDRESS:** 1405 Green Bay Road, Kaukauna, WI 54130

### **TITLE VESTS:**

John L. Vanden Heuvel by virtue of a Warranty Deed dated March 18, 1994 and recorded April 5, 1994 in Jacket 15567 Records, Image 07 as Doc. No. 1118895.

### **MORTGAGES:**

Mortgage executed by John Vanden Heuvel and Patricia Vanden Heuvel, husband and wife to Community First Credit Union in the amount of \$90,430.11, dated February 2, 2009 and recorded February 10, 2009 as Doc. No. 1822106.

The foregoing mortgage was corrected in an Affidavit of Correction dated February 19, 2009 and recorded February 24, 2009 as Doc. No. 1823692.

## **MORTGAGES (continued):**

Mortgage executed by John Vanden Heuvel and Patricia Vanden Heuvel, husband and wife to Community First Credit Union in the amount of \$73,766.22, dated June 18, 2004 and recorded July 13, 2004 as Doc. No. 1622802.

## **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 to Wisconsin Telephone Company recorded in Volume 156 of Deeds, page 548.

Homestead or other statutory marital rights, if any, of Patricia A. Vanden Heuvel.

## **JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:**

None of record.

## **PROPERTY TAXES:**

The 2012 Real Estate Taxes in the amount of \$2,618.89, less lottery credit of \$85.86 for a balance of \$2,533.03, have been paid.

Assessments:            Land:    \$14,800            Improvements:    \$104,100            FMV:    \$112,691

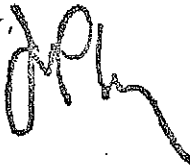
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used 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,



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

J 15567 I 07

<b>DOCUMENT NO.</b>  <b>1118895</b>	<b>STATE BAR OF WISCONSIN FORM 1 - 1982</b> <b>WARRANTY DEED</b>	<small>THIS SPACE RESERVED FOR RECORDING DATA</small>  <b>OUTAGAMIE COUNTY</b> <b>RECEIVED FOR RECORD</b>  <b>1994 APR -5 P 1:25</b>  <b>GRACE HERB</b> <b>REGISTER OF DEEDS</b>  <small>RETURN TO</small> <b>John L. Vanden Heuvel</b> <b>1328 S. Jackson St.</b> <b>Appleton, WI. 54915</b>
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This Dood, made between Jerry P. Dunham and Janice M. Dunham, husband and wife  
....., Grantor,  
and John L. Vanden Heuvel, a single person  
....., Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration.....  
conveys to Grantee the following described real estate in Outagamie  
County, State of Wisconsin:

Tax Parcel No: 32-2-0065-00

Lot Three (3) in Block "B" of Black's Plat of Part of Private  
Claim No. 33, lying between Lave Street and Plank Road, City  
of Kaukauna, Outagamie County, Wisconsin.

TRANSFER  
213.00  
FEE

This is homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereto belonging;  
And Jerry P. and Janice M. Dunham  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except  
any easements, covenants, or restrictions of record.

and will warrant and defend the same.

Dated this 18 day of March 1994.

..... (SEAL) .....	..... (SEAL) .....
..... (SEAL) .....	..... (SEAL) .....

**AUTHENTICATION**

Signature(s) .....

.....

authenticated this ..... day of ..... 19.....

.....

**TITLE: MEMBER STATE BAR OF WISCONSIN**

(If not, .....  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Paul Van Berkel  
180 W. Wisconsin Avenue  
Kaukauna, WI 54130  
(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

OUTAGAMIE County, } ss.  
Personally came before me this 18<sup>th</sup> day of  
March 1994, the above named  
Jerry P. Dunham and  
Janice M. Dunham

to me known to be the person S who executed the  
foregoing instrument and acknowledge the same.

Betty J. Rogant  
.....  
Notary Public, Outagamie County, Wis.  
My Commission is permanent. (If not, state expiration  
date: October 13, 1996.)

City of  
Kauauna

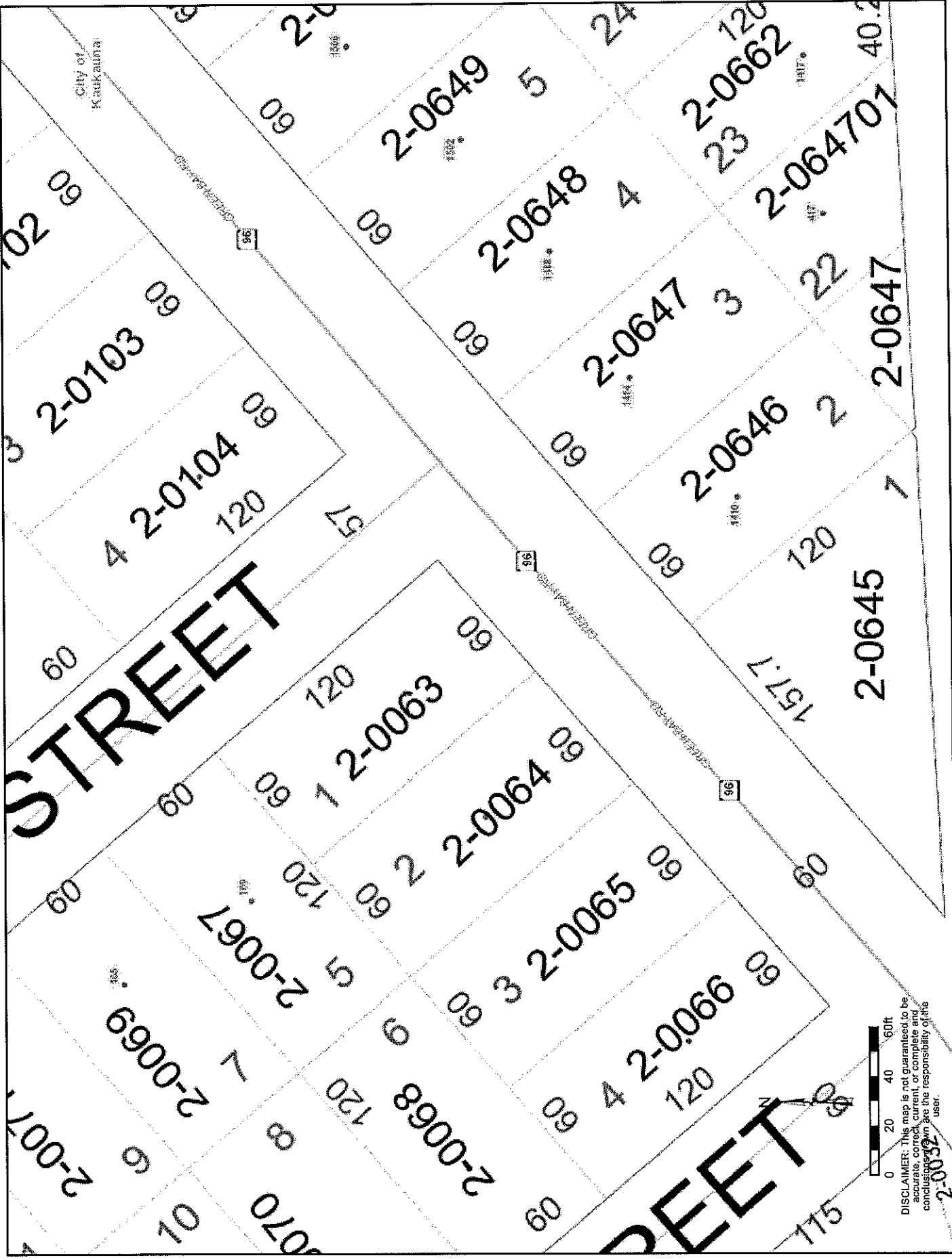
STREET

STREET



DISCLAIMER: This map is not guaranteed to be accurate, correct, or complete and the user assumes the responsibility of this information.

2-0032 user.



No. 207827.

E A S E M E N T.

Name Ed Egan P.O. Kaukauna,

Line Title Milwaukee Est. land located between poles 4633 and 4635.

IN CONSIDERATION OF Three no/100 (\$3.00) Dollars, the undersigned grant to Wisconsin

Telephone Company the following privileges:

To erect and maintain its poles, wires, anchors, and other appliances necessary in the conduct of its business along the highway adjoining land owned by me and described as follows: Lot 3-4-6-8-10-12-14- Block B of A. C. Blacks unrecorded plat portion of private Claim Thirty three (33) in the City of Kaukauna County of Outagamie Wisconsin, to trim at any time all trees beside the line along the land above described so as to clear the wires at least Four feet; to cut down any present or future trees or portions of trees located beneath and which may in the judgment of the Telephone Company interfere with wires or other equipment placed as above mentioned.

This agreement is binding upon the heirs, successors and assigns of the parties.

Signed at Kaukauna, this 12 day of April, 1916.

VOUCHERED.

WITNESS: Geo. Andersen

Ed. Egan

Land owner

ADDRESS: Kaukauna

and Margaret Egan

WITNESS: Chas. M. Kropp

his wife

DOCUMENT NO. **1622802****REAL ESTATE MORTGAGE**  
(For Consumer or Business Mortgage Transactions)**JOHN L. VANDEN HEUVEL AND PATRICIA A. VANDEN HEUVEL, HUSBAND AND****WIFE** ("Mortgagor,"whether one or more) mortgages, conveys and warrants to  
**Community First Credit Union**

("Lender")

in consideration of the sum of **SEVENTY THREE THOUSAND SEVEN HUNDRED**  
**SIXTY SIX DOLLARS AND 22/100**

Dollars

(\$ **73,766.22**), loaned or to be loaned to **JOHN L. VANDEN HEUVEL AND**  
**PATRICIA A. VANDEN HEUVEL, HUSBAND AND WIFE**

("Borrower," whether one or more),

evidenced by Borrower's note(s) or agreement dated **JUNE 18, 2004**

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, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

1. Description of Property. (This Property IS the homestead of Mortgagor.)  
(is) (is not)**LOT 3, BLOCK 'B' OF BLACK'S PLAT OF PART OF PRIVATE CLAIM 33, LYING BETWEEN LAWE STREET AND PLANK ROAD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.**

- ☐ If checked here, description continues or appears on attached sheet.
- ☐ 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

3. Escrow. Interest NA be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.  
(will) (will not)

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.

The undersigned 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 THE REVERSE SIDE, 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 **JUNE 18, 2004**

(SEAL)

(Type of Organization)

By: (SEAL) *[Signature]* (SEAL)By: (SEAL) **JOHN L. VANDEN HEUVEL** (SEAL)By: (SEAL) *[Signature]* (SEAL)By: (SEAL) **PATRICIA A. VANDEN HEUVEL** (SEAL)**AUTHENTICATION****OR****ACKNOWLEDGEMENT**

Signatures of

STATE OF WISCONSIN

County of **NICOLET**

ss.

This instrument was acknowledged before me on **JUNE 18, 2004**by **JOHN L. VANDEN HEUVEL AND PATRICIA A. VANDEN HEUVEL**

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

as

(Type of authority, e.g., officer, judge, etc.)

of

(Name of party or parties, if other than the State of Wisconsin, if any)

Title: Member State Bar of Wisconsin or

authorized under 706.06, Wis. Stats.

This instrument was drafted by

**KIM RHOADS**

\*Type or print name signed above.

Suffix- 4

**OUTAGAMIE COUNTY**  
**RECEIVED FOR RECORD****JUL 13 2004****AT 2<sup>05</sup> O'CLOCK A.M. P.M.**  
**JANICE FLENZ**  
**REGISTER OF DEEDS**

Recording Area

Name and Return Address

**Community First Credit Union****P.O. Box 1487****Appleton, WI 54913-1487****322-006500**

Parcel Identifier No.

04-2053

1022106

Recorded  
Feb. 10, 2009 AT 02:29PM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$21.00  
Total Pages 6



21.00  
⑥

## MORTGAGE

WHEN RECORDED, MAIL TO:

Community First Credit Union  
P.O. Box 1487  
Appleton, WI 54912-1487

PARCEL ID NUMBER: 322006500

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS MORTGAGE is made on 02/02/2009, between the Mortgagor,  
JOHN VANDEN HEUVEL AND PATRICIA VANDEN HUEVEL, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, Community First Credit Union,  
a corporation organized and existing under the laws of Wisconsin, whose address is  
P.O. Box 1487 Appleton, WI 54912-1487 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 90430.11, which  
indebtedness is evidenced by Borrower's note dated 02/02/2009 and extensions and renewals thereof  
(herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if  
not sooner paid, due and payable on 02/06/2016;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does  
hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the  
County of OUTAGAMIE, State of Wisconsin:

See attached legal description.

which has the address of 1405 GREEN BAY RD

(Street)

KAUKAUNA

(City)

, Wisconsin

54130

(Zip Code)

(herein "Property Address");

This property is ☒ is not ☐ the homestead of Mortgagor.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall



**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

**NOTICE TO CUSTOMER**

- (a) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.  
(b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.  
(c) 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.

**X** John L. Vanden Heuvel (Seal)  
JOHN L VANDEN HEUVEL  
Borrower

**X** \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
Borrower

**X** Patricia A. Vanden Heuvel (Seal)  
PATRICIA A VANDEN HEUVEL  
Borrower

**X** \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
Borrower

STATE OF WISCONSIN, OUTAGAMIE County ss:

The foregoing instrument was acknowledged before me this February 2, 2009 by  
(date)

PATRICIA A VANDEN HEUVEL  
(person acknowledging)

JOHN L VANDEN HEUVEL  
(person acknowledging)

\_\_\_\_\_  
(person acknowledging)

\_\_\_\_\_  
(person acknowledging)

My Commission expires:

6-17-2012

Michael G. Geniesse  
Notary Public, State of Wisconsin  
Michael G. Geniesse  
Name

This instrument was prepared by JACQUIE SALMI

1902919

**LEGAL DESCRIPTION**

Real property in the City of Kaukauna, County of Outagamie, State of Wisconsin, and is described as follows:

Lot Three (3), in Block "B", of BLACK'S PLAT OF PART OF PRIVATE CLAIM NO. 33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

APN/Tax Key No.:Tax Key No. 322006500

1823692

## AFFIDAVIT OF CORRECTION

AFFIANT, Community First Credit Union, hereby swears or affirms that a certain document which was titled as follows:  
REAL ESTATE MORTGAGE, recorded on the 10 day of  
FEBRUARY, 2009 in volume , page , as document  
number 1822106 and was recorded in OUTAGAMIE County,  
State of Wisconsin, contained the following error(if more space  
is needed, please attach addendum):

Incorrect name shown as :

JOHN VANDEN HEUVEL AND PATRICIA VANDEN HUEVEL,  
HUSBAND AND WIFE

Recorded  
Feb. 24, 2009 AT 08:48AM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$15.00  
Total Pages 3



15.00  
③

RETURN TO:

Community First Credit Union  
P. O. Box 1487  
Appleton WI 54912

Parcel ID Number 322006500

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows ( if more space is needed,  
please attach addendum):

JOHN VANDEN HEUVEL AND PATRICIA VANDEN HEUVEL, HUSBAND AND WIFE

A copy of the original document (in part or whole) ☒ is ☐ is not attached to this Affidavit (if copy of the original document is not attached, please  
attach legal description and names of grantor and grantees).

Date: February 19, 2009

Signed: Jacque Salmi  
Jacque Salmi

State of Wisconsin )  
County of Calumet )ss

Subscribed and sworn to (or affirmed) before me this 19th day of February, 2009.

Sherry Slosarek  
Sherry Slosarek

Notary Public, State of Wisconsin  
My commission (expires) (is): 02/03/2013

AFFIANT is the (check one):

- ☒ Drafter of the document being corrected.  
☐ Owner of the property described in the document being corrected.  
☐ Other - Explain

This instrument is drafted by: Jacque Salmi





## 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

VANDENHEUVEL, JOHN L  
1405 GREEN BAY RD

KAUKAUNA, WI 541300000

### PROPERTY INFORMATION

Parcel ID: 322006500

Document #:

Tax Districts:

KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
First:	1,224.03
Second:	1,309.00
Third:	0.00
Fourth:	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>	2,618.89
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,533.03
<u>Amount Paid:</u> (View payment history info below)	2,533.03
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

### CO-OWNER(S)

### PROPERTY DESCRIPTION

BLACK PLAT OF PRT PC #33 LOT 3 BLK B 15567M7

Municipality: CITY OF KAUKAUNA

Property Address: 1405 GREEN BAY RD

### LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	0.17	14,800	104,100	118,900
				<hr/>
	0.17	14,800	104,100	118,900
<u>Total Acres:</u>	0.17			
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				112,691

### 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>
07/20/13	8176	1,309.00	0.00	1,309.00
01/28/13	5350	1,224.03	0.00	1,224.03