

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. 68436

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: September 7, 2013 at 12:01 a.m.

LEGAL DESCRIPTION:

Lot Four (4), Block "B", according to the recorded A.C. Black's Plat of part of Private Claim 33, lying between Lawe Street and Plank Road, in the City of Kaukauna, Outagamie County, Wisconsin.

TAX PARCEL NO. 322006600

PROPERTY ADDRESS: 1401 Green Bay Road, Kaukauna, WI 54130

MAILING ADDRESS: 1401 Green Bay Road, Kaukauna, WI 54130

TITLE VESTS:

Bradley A. LaCount and Kristin L. LaCount, husband and wife by virtue of a Warranty Deed dated December 11, 2002 and recorded December 18, 2002 as Doc. No. 1510114.

MORTGAGES:

Mortgage executed by Bradley A. LaCount and Kristin L. LaCount, husband and wife to Principal Residential Mortgage, Inc. in the amount of \$96,000.00, dated August 14, 2003 and recorded August 25, 2003 as Doc. No. 1570806.

MORTGAGES (continued):

Mortgage executed by Bradley A. LaCount and Kristin L. LaCount, husband and wife to GB Home Equity, LLC in the amount of \$24,000.00, dated December 18, 2003 and recorded December 26, 2003 as Doc. No. 1592740.

The foregoing mortgage was assigned to M&I Bank, FSB in an Assignment dated April 22, 2004 and recorded September 23, 2004 as Doc. No. 1632503.

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.

Utility Easement to Wisconsin Telephone Company recorded in Vol. 156 Records, Page 548.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$2,215.35, less lottery credit of \$85.86 for a balance of \$2,129.49, have been paid.

Assessments: Land: \$14,800 Improvements: \$86,200 FMV: \$95,726

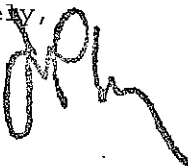
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used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

WARRANTY DEED

OUTAGAMIE 1510114
Document #

This Deed, made between **Howard R. Hayek and Elaine N. Hayek a/k/a Elaine M. Hayek, husband and wife**

Grantor and **Bradley A. LaCount and Kristin L. LaCount, husband and wife, as Survivorship Marital Property Grantee,**

Witnesseth, That the said Grantor, for a valuable consideration of one Dollar (\$1.00) and other good and valuable consideration conveys to

Grantee the following described real estate in Outagamie County, State of Wisconsin:

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

DEC 18 2002
AT 10:10 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

RETURN TO:

Bradley A. & Kristin L. LaCount
1401 Green Bay Rd
Kaukauna, WI 54130

Tax Parcel No. 32-2-0066-00-2

pd
11.00

ETC-276933

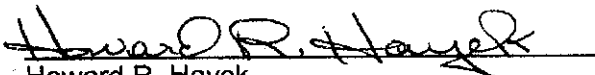
All of Lot Four (4), Block "B", in A. C. BLACK'S PLAT, of part of Private Claim No. 33 lying between Lawe St. and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

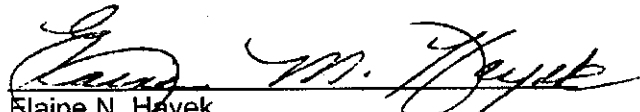
Together with all and singular the hereditaments and appurtenances thereunto belonging; and **Howard R. Hayek and Elaine N. Hayek a/k/a Elaine M. Hayek** warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except recorded restrictions, covenants, easements of record and all applicable zoning ordinances, and will warrant and defend the same.

This is homestead property.

Dated 11 day of December, 2002

TRANSFER
\$ 272.10
FEE


Howard R. Hayek


Elaine N. Hayek

AUTHENTICATION

Signature(s)

authenticated this

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,

authorized
by § (4,6) 706.06, Wis. Stats)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Marvin P. Ripp

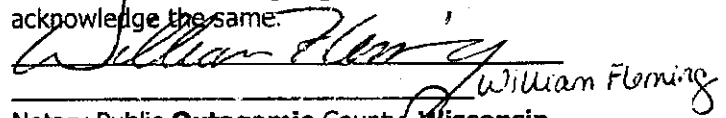
(Signatures may be authenticated or
acknowledged. Both are not necessary.)

ACKNOWLEDGEMENT

State of Wisconsin

SS:

Outagamie County
Personally came before me this 11 day of
December, 2002 the above named **Howard
R. Hayek and Elaine N. Hayek a/k/a Elaine
M. Hayek** to me known to be the person(s)
who executed the foregoing instrument and
acknowledge the same.


William Fleming

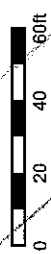
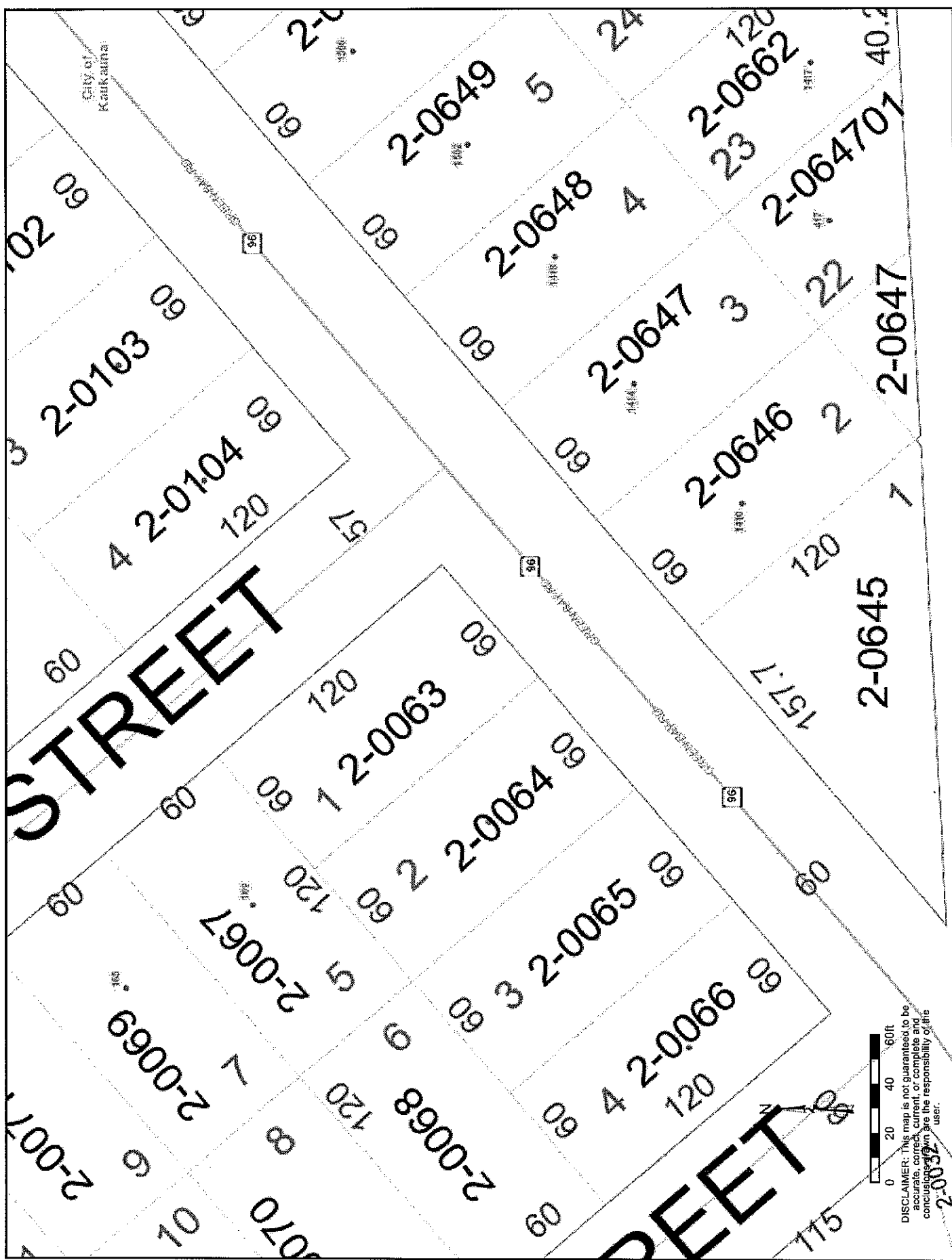
Notary Public Outagamie County, Wisconsin

My Commission is permanent.

If not, state expiration date:

12/25/2005

City of
Kaukauna



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Vol 156-548

1061

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 the wires or other equipment placed as above mentioned.

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

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

W. J. M. and Co.

MORTGAGE

DOCUMENT NUMBER

1570806

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

NAME & RETURN ADDRESS

Principal Residential Mortgage, Inc.
c/o Affiliated Computer Svcs
4153 120 St, Urbandale, IA 50323-2314

AUG 25 2003

AT 12:15 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

PARCEL IDENTIFIER NUMBER

_____[Space Above This Line For Recording Data]_____

6336929-2

MIN 100026600063369297



115 6336929

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 August 14, 2003 together with all Riders to this document.

(B) "Borrower" is Bradley A LaCount, husband and wife, and Kristin L LaCount, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3050 1/01

VMP -6A(WI) (0005)

Page 1 of 15

Initials *Bk t z l*

VMP MORTGAGE FORMS - (800)521-7291



88416380

(D) "Lender" is Principal Residential Mortgage, Inc.

Lender is a Corporation
organized and existing under the laws of the State of Iowa
Lender's address is
711 High Street, Des Moines, IA 50392

(E) "Note" means the promissory note signed by Borrower and dated August 14, 2003
The Note states that Borrower owes Lender

Ninety Six Thousand and 00/100 Dollars
(U.S. \$ 96,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than September 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "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.

(H) "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"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County of Outagamie :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT FOUR (4), BLOCK "B", ACCORDING TO THE RECORDED A.C. BLACK'S PLAT OF PART OF PRIVATE CLAIM 33, LYING BETWEEN LAWE STREET AND PLANK ROAD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

which currently has the address of


Kaukauna 1401 Green Bay Rd, [Street]
[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

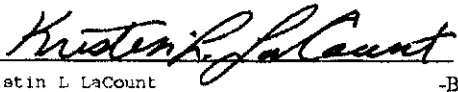
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:





 (Seal)
Bradley A LaCount -Borrower

 (Seal)
Kristin L LaCount -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MORTGAGE

DOCUMENT NUMBER: 1592740

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

DEC 26 2003

RECORDATION REQUESTED BY:

GB Home Equity, LLC
Attn: Post Closing, Collateral Clerk
P.O. Box 240140
Milwaukee, WI 53224-9007

AT 10:40 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

PARCEL I.D. NUMBER: 32-2-0066-00

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$24,000.00. *L-24641*

THIS MORTGAGE dated December 18, 2003, is made and executed between **BRADLEY A. LACOUNT**, whose address is 1401 GREEN BAY RD, KAUKAUNA, WI 54130 and **KRISTIN L. LACOUNT**, whose address is 1401 GREEN BAY RD, KAUKAUNA, WI 54130; **HUSBAND AND WIFE** (referred to below as "Grantor") and **GB Home Equity, LLC**, a Wisconsin Limited Liability Company, whose address is 4000 W Brown Deer Road, Milwaukee, WI 53209-1221 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **OUTAGAMIE County, State of Wisconsin**:

LOT FOUR (4), BLOCK "B", ACCORDING TO THE RECORDED A.C. BLACK'S PLAT OF PART OF PRIVATED CLAIM 33, LYING BETWEEN LAWE STREET AND FLANK ROAD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

The Real Property or its address is commonly known as **1401 GREEN BAY RD, KAUKAUNA, WI 54130**. The Real Property tax identification number is **32-2-0066-00**

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

This property is the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Wisconsin. This Mortgage has been accepted by Lender in the State of Wisconsin.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. Unless otherwise required by law, the invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provisions.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means BRADLEY A. LACOUNT and KRISTIN L. LACOUNT and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 18, 2003, with credit limit of **\$24,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means BRADLEY A. LACOUNT and KRISTIN L. LACOUNT.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means GB Home Equity, LLC, a Wisconsin Limited Liability Company, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or

OUTAGAMIE
Document #

1632503

ASSIGNMENT OF MORTGAGE
Loan Number 3150348447

RECORD & RETURN TO:
M&I Bank FSB
Loan Servicing
401 N. Executive Drive
Brookfield, WI 53005

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

SEP 23 2004

AT 9 O'CLOCK A.M. ~~PM~~
JANICE FLENZ
REGISTER OF DEEDS

PARCEL ID NUMBER: 32-2-0066-00

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") GB Home Equity, LLC, a Wisconsin Limited Liability Company, whose address is 4000 W. Brown Deer Rd, Brown Deer, WI 53209 does hereby grant, sell, assign, transfer and convey, unto M&I Bank FSB whose address is P.O. Box 5920 Madison, WI 53705-0920 organized and existing under the laws of the state of Nevada (herein "Assignee"), a certain Mortgage dated 12/18/2003 and executed by BRADLEY A. LACOUNT, whose address is 1401 GREEN BAY RD, KAUKAUNA, WI 54130 and KRISTIN L. LACOUNT, whose address is 1401 GREEN BAY RD, KAUKAUNA, WI 54130; HUSBAND AND WIFE and in favor of GB Home Equity, LLC, a Wisconsin Limited Liability Company, upon the following described property situated in OUTAGAMIE County, State of Wisconsin.

LEGAL DESCRIPTION: LOT FOUR (4), BLOCK "B", ACCORDING TO THE RECORDED A.C. BLACK'S PLAT OF PART OF PRIVATED CLAIM 33, LYING BETWEEN LAWE STREET AND PLNK ROAD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

Property Address: 1401 GREEN BAY RD KAUKAUNA, WI 54130

Such Mortgage having been given to secure payment of \$ 24,000.00 which Mortgage was recorded on 12/26/2003 as Document No. 1592740 in Book on Page of the records of OUTAGAMIE County, State of Wisconsin together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

pd
13.00

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage. IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage dated April 22, 2004.

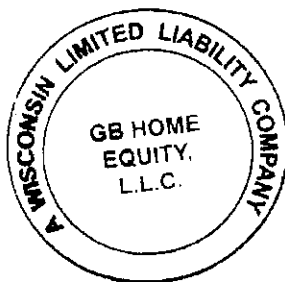
GB Home Equity, LLC, a Wisconsin Limited Liability Company

By: Theresa Krznarich
Theresa Krznarich
Assistant Vice President

STATE OF Wisconsin)
COUNTY OF Milwaukee) ss.

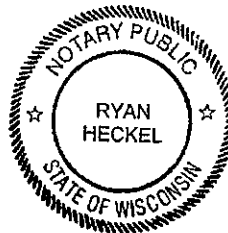
Personally came before me, on April 22, 2004, Theresa Krznarich of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Assistant Vice President of said Corporation, and acknowledgment that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

This document drafted by:
Theresa Krznarich



Ryan Heckel
Ryan Heckel
Notary Public
My commission expires 2/10/2008

Seal:





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

LACOUNT, BRADLEY A & KRISTIN L
1401 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322006600

Document #: 001510114

Tax Districts:

KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
First:	1,022.49
Second:	1,107.00
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>	2,215.35
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,129.49
<u>Amount Paid:</u>	2,129.49
(View payment history info below)	
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

PAYMENT HISTORY

<u>Date</u>	<u>Receipt #</u>	<u>Amount</u>	<u>Interest</u>	<u>Total</u>
12/31/12	3377	2,129.49	0.00	2,129.49

CO-OWNER(S)

PROPERTY DESCRIPTION

BLACK PLAT OF PRT PC #33 LOT 4 BLK B

Municipality:

CITY OF KAUKAUNA

Property Address:

1401 GREEN BAY RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
61	0.17	14,800	86,200	101,000
<hr/>				
	0.17	14,800	86,200	101,000
<u>Total Acres:</u>				0.17
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				95,726

SPECIAL ASSESSMENT DETAIL

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