

# 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. 68489

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 5, 2013 at 12:01 a.m.

### **LEGAL DESCRIPTION:**

Lot One (1), Block "E", Black's Plat of Part of Private Claim 33, lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

**TAX PARCEL NO.** 322017500

**PROPERTY ADDRESS:** 1713 Green Bay Road, Kaukauna, WI 54130

**MAILING ADDRESS:** 1713 Green Bay Road, Kaukauna, WI 54130

### **TITLE VESTS:**

Carver Investments, LLC by virtue of a Warranty Deed dated November 22, 2010 and recorded December 2, 2010 as Doc. No. 1895431.

### **MORTGAGES:**

Mortgage executed by Carver Investments, LLC to East Wisconsin Savings Bank, SA in the amount of \$175,850.00, dated March 27, 2013 and recorded March 28, 2013 as Doc. No. 1980135. (includes other property)

## **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.

Rental Unit Energy Efficiency Standards Certificate of Compliance recorded as Doc. No. 1903180.

Matters contained on A.C. Black's Plat of Part of Private Claim 33, recorded in Vol. 6 Plats, Page 44 as Doc. No. 215263.

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

None of record.

## **PROPERTY TAXES:**

The 2012 Real Estate Taxes in the amount of \$2,235.62, have been paid.

Assessments:            Land:    \$14,800            Improvements:    \$87,100            FMV:    \$96,579

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

1895431

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

Document Number

Document Name

Recorded  
 December 02, 2010 1:46 PM  
**OUTAGAMIE COUNTY**  
**JANICE FLENZ**  
**REGISTER OF DEEDS**  
 Fee Amount: \$30.00  
 Transfer Fee: \$135.00  
 Total Pages: 2



THIS DEED, made between East Wisconsin Savings Bank, S.A.

("Grantor," whether one or more), and Carver Investments, LLC

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in OUTAGAMIE County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot One (1), Block "E", Black's Plat of Part of Private Claim #33 lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

Recording Area

Name and Return Address

Carver Investments LLC  
 4211 N Lightning Drive  
 Appleton WI 54911  
 ECT-4286-10

322 017500

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except:  
**Easements and Restrictions of record, and Real Estate Taxes for the current year.**

Dated November 22, 2010

**EAST WISCONSIN SAVINGS BANK, S.A.**

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

Charles D. Schmalz  
 \* Charles D. Schmalz, President (SEAL)

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

Lee J. Schmalz  
 \* Lee J. Schmalz, Assistant Secretary (SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) ss.  
Outagamie COUNTY )

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

THIS INSTRUMENT DRAFTED BY:

Alan Hoff Law Offices, LLC  
2829 N Meade Street, Appleton WI 54911

Personally came before me on November 22, 2010,  
 the above-named Charles D. Schmalz and  
Lee J. Schmalz

to me known to be the person(s) who executed the foregoing  
 instrument and acknowledged the same:

\* Jodi C. Smith  
 Notary Public, State of Wisconsin

My commission (is permanent) (expires: 9/16/2011)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
**WARRANTY DEED** ©2003 STATE BAR OF WISCONSIN

\*Type name below signatures.

FORM NO. 1-2003

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

Commerce control number

# STIPULATION Rental Unit Energy Efficiency Standards

Type or print using black ink

Personal information you provide may be used for secondary purposes [Privacy Law s. 15.04(1)(m)]

The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form or if you need assistance in using this service, please contact us, TTY 608-264-8777.

Sellers Name(s): East Wisconsin Savings Bank SA		Rental Building Location - Street Address: 1713 Green Bay Road	
Seller's Street address: 109 W Second Street		City: Kaukauna	County: Outagamie
City: Kaukauna	State WI	Zip Code: 54130	Number of rental buildings on this property: 1
Sellers Telephone Number (including area code): (920) 766-4646			Number of rental units in building: 1

Legal Description of Rental Unit Property. (You may attach a separate sheet):

Lot One (1), Block "E", BLACK'S PLAT, of Part of Private Claim # 33 lying between Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

Return To:  
Carver Investments, LLC  
4211 N Lightning Drive  
Appleton, WI 54911

PARCEL IDENTIFICATION NUMBER:(PIN) 32-2-0175-00-2

PIN: 32-2-0175-00-2

Instructions: Information concerning the seller and the property should be filled in above. Information concerning the buyer and the buyer's signature should be filled in below. The Stipulation must then be submitted to the Department of Commerce or to a Commerce agent for validation. A list of these agents is available on the website <http://commerce.wi.gov/SB/SB-RentalWeatherizationProgram.html> (see #3). General questions should be directed to (608) 267-2240. If there is not a Commerce agent in your area, send the Stipulation to the address listed below. The validated Stipulation will be returned to the buyer as noted below, or to another party as designated in the "Return to" block above. **SEE BACK OF THIS FORM FOR ADDITIONAL INFORMATION.**

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.

## STIPULATION AGREEMENT

I (we) agree to bring the above described property into compliance with Comm 67 energy standards no later than one year from date of validation.

Print Buyers Names: Carver Investments, LLC	Buyers Signatures: 	Date Signed: 11-29-2010
Buyers Street Address: 4211 N Lightning Drive	Buyers City, State, and Zip Code: Appleton, WI 54911	Buyer Telephone Number (inc. area code): (920) 896-0000

Validated by:

☐ Department of Commerce☒ Commerce Agent

Auth or Tax Rev #:

044-999

Date Validated:

12-2-10

Commerce Transfer Authorization Number:

S-136845

Official's Signature:

Sara Hickey

Expiration Date (one year from date validated):

12-2-11

Print Official's Name:

Sara Hickey

Official Title:

Dep. Co. Clerk

Municipality and County:

Out. Co.

STATE OF WI  
TRANSFER  
AUTHORIZATION  
NUMBER  
S-136845

### TRANSFER OF STIPULATION (Use original or certified copy)

If the residential property described above is transferred within one year of the validation date of this Stipulation and before the building(s) has been certified in compliance with Comm 67, the new buyer must sign below and forward a copy or fax of this document to Commerce at the address listed below. By signing below the new buyer accepts responsibility to comply with this Stipulation by the expiration date listed above. Transfer of the property after the expiration date is not valid without conformance to the energy standards. This transfer may be recorded using the transferred Stipulation.

Print New Buyers Name:	New Buyers Signature:	Date Signed:
New Buyers Street Address:	New Buyers City, State and Zip Code:	New Buyers Telephone Number (including area code):

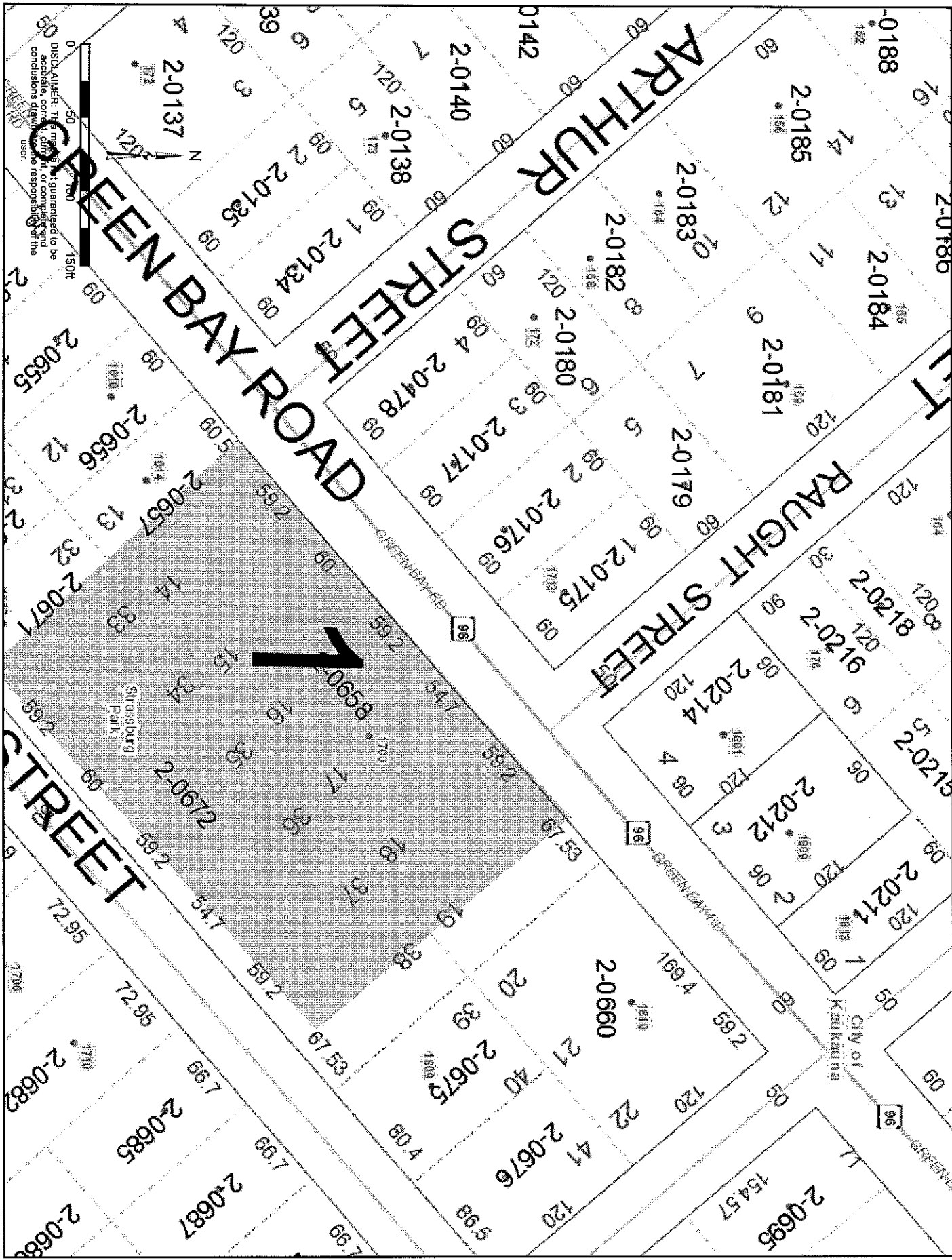
### TRANSFER OF STIPULATION (Use original or certified copy)

If the residential property described above is transferred within one year of the validation date of this Stipulation and before the building(s) has been certified in compliance with Comm. 67, the new buyer must sign below and forward a copy or fax of this document to Commerce at the address listed below. By signing below the new buyer accepts responsibility to comply with this Stipulation by the expiration date listed above. Transfer of the property after the expiration date is not valid without conformance to the energy standards. This transfer may be recorded using the transferred Stipulation.

Print New Buyers Name:	New Buyers Signature:	Date Signed:
New Buyers Street Address:	New Buyers City, State and Zip Code:	New Buyers Telephone Number (including area code):

\*This instrument was drafted by: Wisconsin Dept of Commerce, Rental Weatherization, PO Box 7302, Madison, WI 53707-7302 Telephone: (608) 267-2240 Fax (608) 283-7413 SBD-7116 (R.11/08)

Copy Distribution: 1 - Recording (original with stamp); -1- Agent; -1- Commerce



DISCLAIMER: The map is not guaranteed to be accurate. The user assumes all responsibility for the conclusions drawn from the map.

1903180

Commerce control number

103610054

**CERTIFICATE OF COMPLIANCE**Rental Unit Energy  
Efficiency Standards

Type or print using black ink

Personal information you provide may be used for secondary purposes [Privacy Law s. 15.04(1)(m)]

The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form or if you need assistance in using this service, please contact us at our voice relay number: TTY 608-264-8777.

Owners name(s):

Carver Investments, LLC

Rental building location - Street address:

1713 Green Bay Rd.

Street address:

P.O. Box 293

City:

Kaukauna

County:

Outagamie

City:

State &amp; Zip Code:

Appleton WI 54912

Number of rental  
buildings on this  
property:

1

Total number of  
rental units:

1

Owners telephone number including area code:

(920) 655-0041

Has this building ever been issued  
a stipulation? ☒ Yes ☐ No

Stipulation Number:

s-136845

Legal description of rental unit property (you may attach a separate sheet):

Lot 1, Block "E", Black's Plat & Part of Private  
Claim # 33 lying between Lawe Street and Plank Road,  
City of Kaukauna, Outagamie County, Wisconsin.

Return to:

Carver Investments, LLC  
PO Box 293  
Appleton, WI 54912

ENVELOPE

PARCEL IDENTIFICATION NUMBER:(PIN)

322017500

PIN: 322017500

Instructions: This certificate is to be completed and signed by an inspector currently licensed by the Department of Commerce for Rental Unit Energy Efficiency Inspection. TO CLEAR THE TITLE ON THIS PROPERTY THIS ORIGINAL DOCUMENT MUST BE RECORDED WITH THE REGISTER OF DEEDS. Notice to inspectors: Per Comm 67.08 (2), the yellow copy of the certificate must be forwarded to the department within 15 days of issuance. A copy of the Field Inspection Report (SBD7313-A) should be attached to the yellow Commerce copy.

Requirement		Insulation Level		Fail dates	Pass date	Commerce exemption number, or comments	NOT		Inspection dates	
		Initial	Final				Applicable	Accessible		
1	Doors				1st				1	1-24-11
2	Windows				1st				2	1-28-11
3	Caulking or Glazing Compound				1st				3	
4	Weather-stripping				1st					
5	Blower door test						X			
6	Box sill	R= 0	R= X		2nd					
7	Forced air ducts	R=	R=				X			
8	Steam heating pipes	R=	R=				X			
9	Hydronic heating pipes	R=	R=				X			
10	Domestic water pipes	R= 0	R= 5 X		2nd					
11	Shower flow restricters				1st					
12	Access panels and doors	R=	R=		1st					
13	Attic insulation	R=	R=		1st					
14	Moisture control: attic/crawl space				1st					

Purpose: Section 101.122 (4) and (6), Wis. Stats, requires that a properly authorized Certificate of Compliance, Stipulation, or Waiver accompany the transfer documents at the time of recording. This process is further explained in Chapter Comm 67.08 and 67.10, Wis. Admin. Code. Receipt of the Certificate of Compliance form a currently licensed inspector is proof of conformance with energy conservation standards of Comm 67.05. In lieu of the Certificate of Compliance, the purchaser may accept responsibility for future conformance with either a Stipulation or a Waiver.

Certificate of Compliance: The rental unit described above is certified as meeting the minimum rental energy efficiency standards of Comm 67. Each applicable item on the checklist complies with Comm 67.05 or has been issued an exemption number. Certificate not valid unless signed and dated by inspector.

Print inspector's name:

Hans J. Requier, Jr.

Inspector telephone number:

(920) 499-3691

Certified inspector number:

72095

Date rental unit certified:

1-28-11

This certificate is valid for life of building(s) if recorded at Register of Deeds.

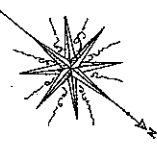
Inspector signature:

*Hans J. Requier, Jr.*

Commerce Transfer

Authorization number: C-137330

Scale 1"=100'  
June 28, 1917



Introduced & Adopted by the Common Council of the City of Kaukauna, Wis.  
August 21, 1917 and November 6, 1917  
Attest: L.C. Wolf  
City Clerk  
C.L. Raughter

[illegible]

1980135

Recorded  
March 28, 2013 2:18 PM  
OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Total Pages: 5



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

Parcel Number: 322-017500 & 314-044200

## MORTGAGE

(With Future Advance Clause)

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

5

State of Wisconsin

Space Above This Line For Recording Data

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is March 27, 2013 and the parties and their addresses are:

MORTGAGOR: Carver Investments, LLC  
4211 N. Lightning Dr.  
Appleton, WI 54913-6735

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

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

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:  
Refer to Exhibit A which is attached hereto and made a part hereof.

The property is located in OUTAGAMIE County at 1713 Green Bay Rd. Kaukauna, WI 54130  
(County)  
and 305 E. McKinley St, Appleton, WI 54915, Wisconsin 54915  
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 175,850.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
REAL ESTATE NOTE dated 3/27/2013 for \$ 175,850.00  
GUARANTY dated 3/27/2013 made by Kevin L. Eismann



21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
- ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☒ **Escrow.** If checked, an escrow account will be used for the Property's: estimated annual real estate taxes and assessments; property or hazard insurance premiums; flood insurance premiums, if any; leasehold payments or ground rents, if any; and private mortgage insurance premiums, if any. On demand, Mortgagor will pay to Lender any additional sums required to fully pay these escrow obligations when due. Lender will pay these escrow obligations when due and may commingle escrowed funds with Lender's general funds.
- ☐ **Additional Terms.**

N/A

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

Carver Investments, LLC

..... [Seal] ..... [Seal]  
(Signature) Kevin L. Eismann (Date) 3/27/13 (Signature) (Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF Wisconsin, COUNTY OF Outagamie } ss.  
This instrument was acknowledged before me this 27th day of March, 2013  
by Kevin L. Eismann  
My commission expires: 01/10/2016  
(Seal) Nikos Eftimiou  
(Notary Public) Nikos Eftimiou

The instrument was drafted by Bonnie Nabbefeld for East Wisconsin Savings Bank SA (name and address).

**Exhibit A**

Addendum to Real Estate Mortgage dated March 27, 2013 from  
Carver Investments, LLC.

Legal Description:

Lot One (1), Block "E", Black's Plat of Part of Private Claim #33, lying between  
Lawe Street and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

AND

The East 57 feet of Lot 4, Block 14, and the North 1/2 of vacated alley lying South of  
and adjacent thereto, Fourth Ward Plat, City of Appleton, Outagamie County, Wisconsin,  
according to the recorded assessor's map of said City.



## 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

CARVER INVESTMENTS LLC  
4211 N LIGHTNING DR

APPLETON, WI 549110000

### PROPERTY INFORMATION

Parcel ID: 322017500  
Document #: 001895431  
Tax Districts:  
KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,118.62
<u>Second:</u>	1,117.00
<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>	2,235.62
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	0.00
<u>Net Tax Due:</u>	2,235.62
<u>Amount Paid:</u>	2,235.62
(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

BLACK PLAT OF PRT PC #33 LOT 1 BLK E

Municipality: CITY OF KAUKAUNA  
Property Address: 1713 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	87,100	101,900
	0.17	14,800	87,100	101,900
<u>Total Acres:</u>				0.17
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				96,579

### 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>
12/28/12	3802	2,235.62	0.00	2,235.62