

# Bay Title & Abstract, Inc.

John C. May  
President

345 S. Monroe Avenue  
Green Bay, WI 54301

Phone 920-431-6100  
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## TITLE SEARCH REPORT

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

LR NO. 68537

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 6, 2013 at 12:01 a.m.

### **LEGAL DESCRIPTION:**

Lots One (1), Two (2) and Three (3), less the Southwesterly 60 feet thereof, Block G, according to the recorded Black's Plat of Part of Private Claim 33, City of Kaukauna, Outagamie County, Wisconsin.

**TAX PARCEL NO.** 322024100

**PROPERTY ADDRESS:** 1903 Green Bay Road, Kaukauna, WI 54130

**MAILING ADDRESS:** 1903 Green Bay Road, Kaukauna, WI 54130

### **TITLE VESTS:**

Donald A. Gerrits and Peggy T. Gerrits, husband and wife by virtue of a Warranty Deed dated July 20, 1994 and recorded August 3, 1994 in Jacket 16027 Records, Image 30 as Doc. No. 1131650.

### **MORTGAGES:**

Mortgage executed by Donald A. Gerrits and Peggy T. Gerrits, as survivorship marital property to Capital Credit Union in the amount of \$7,000.00, dated October 21, 2011 and recorded October 28, 2011 as Doc. No. 1925451.

## **MORTGAGES (continued):**

Mortgage executed by Donald A. Gerrits and Peggy T. Gerrits, as survivorship marital property to Capital Credit Union in the amount of \$77,300.00, dated April 18, 2013 and recorded April 30, 2013 as Doc. No. 1983401.

## **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.

Matters contained on 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 \$2,812.76, less lottery credit of \$85.86 for a balance of \$2,726.90, have been paid.

Assessments:            Land:    \$24,700            Improvements:    \$102,800            FMV:    \$120,842


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

1131650

J. 16027 I 30

This Deed, made between Mildred Schubring  
a/k/a Mildred E. Schubring, A SINGLE PERSON

and Donald A. Gerrits and Peggy T. Gerrits  
as survivorship marital property

Witnesseth, That the said Grantor, for a valuable consideration

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

OUTAGAMIE COUNTY  
RECEIVED FOR RECORD

94 AUG -3 PM 2:20

GRACE HERB  
REGISTER OF DEEDS

Tax Parcel No: 32-2-Q241-Q0-2

Lots One (1), Two (2), and Three (3), less the Southwesterly  
60 feet thereof, all in Block "G", of A.C. Black's Plat of a  
portion of Private Claim 33, City of Kaukauna, Outagamie County,  
Wisconsin; said property also being described as all of Lots 1, 2,  
3, in Block "G" of BLACK'S PLAT, of a part of Private Claim 33  
lying between Lave Street and Plank Road, City of Kaukauna,  
Wisconsin, less and excepting the Southwesterly 60 feet of  
said Lots 1, 2, and 3.

TRANSFER  
233.70  
FEE

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Mildred Schubring a/k/a Mildred E. Schubring  
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 20th day of July, 1994.

(SEAL)

Mildred Schubring (SEAL)

(SEAL)

Mildred Schubring a/k/a  
Mildred E. Schubring (SEAL)

Mildred E. Schubring

## 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.

Personally came before me this 20th day of  
July, 1994 the above named

Mildred Schubring a/k/a  
Mildred E. Schubring

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

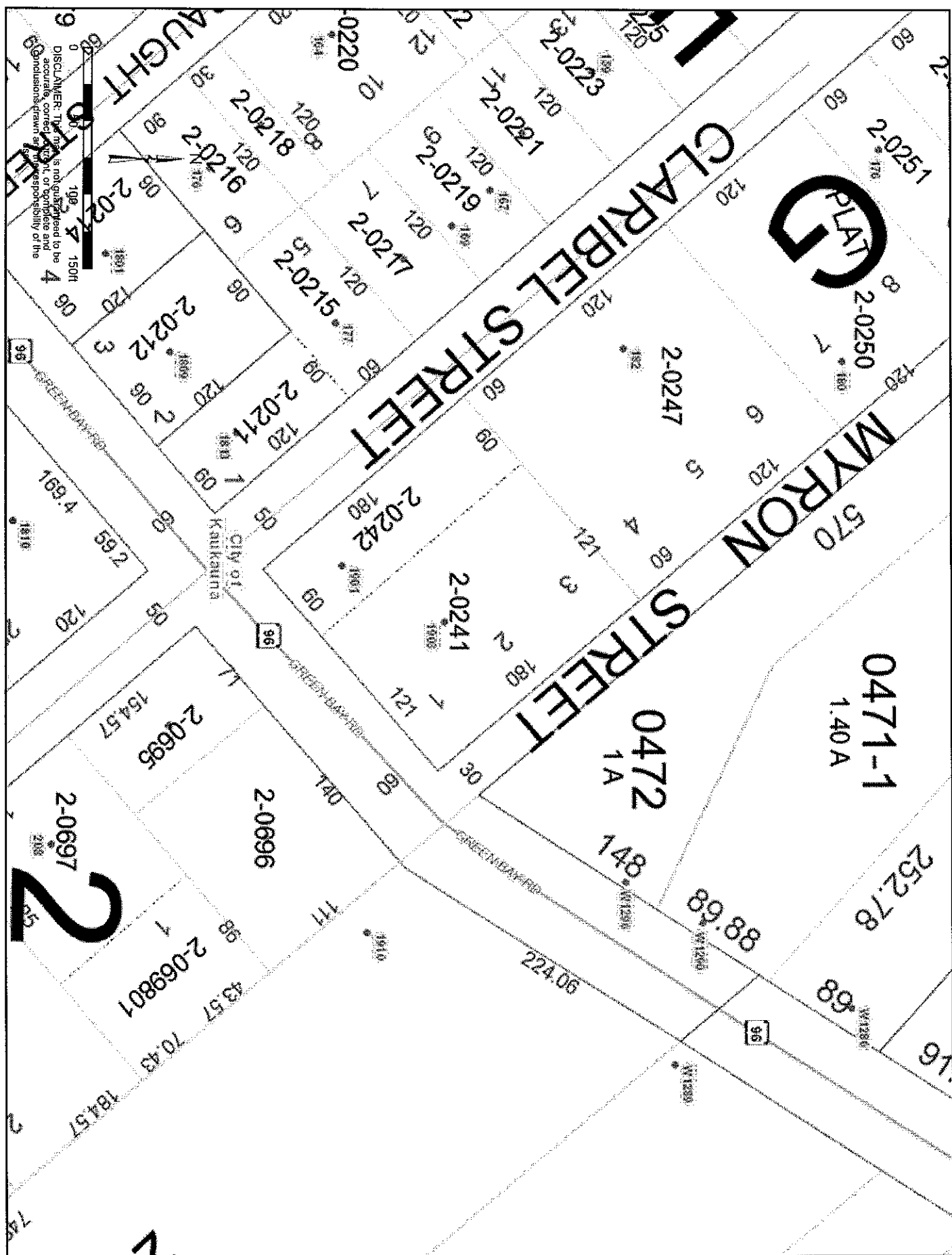
Verne R. Thiel

Verne R. Thiel

Notary Public Outagamie

My Commission is permanent (If not, state expiration  
date: September 10, 1995)

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





1925451

Recorded  
October 28, 2011 3:26 PM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Total Pages: 2



# NON-CONSUMER R.E.A.P.® MORTGAGE

(For use with loans to individuals for personal, family, household or agricultural purposes under the Real-Estate Equity Advance Plan where the mortgage is a first lien or equivalent security interest.)

Account No. 32318996-35

In consideration of the agreement of CAPITAL Credit Union,  
1010 PROSPECT STREET KIMBERLY, Wisconsin ("Credit Union")  
to advance funds from time to time pursuant to a revolving open end credit agreement dated  
10/21/2011 (the "Agreement") with a maximum outstanding principal loan limit of  
SEVEN THOUSAND AND 00/100 DOLLARS

(\$ 7,000.00 )

and to induce the Credit Union to make such advances of funds as it shall become obligated to  
make under the terms of the Agreement, DONALD A GERRITS AND PEGGY T GERRITS  
AS SURVIVORSHIP MARITAL PROPERTY

RETURN TO

CAPITAL CREDIT UNION  
1010 PROSPECT STREET  
KIMBERLY, WI 54136

Parcel ID Number 322.024100

("Mortgagor", whether one or more) mortgages, conveys and warrants to the Credit Union and its  
successors and assigns the following described real estate in OUTAGAMIE  
County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents,  
issues and profits, all awards and payments made as a result of the exercise of the right to eminent domain  
(to the extent herein provided) and all existing and future improvements and fixtures (all called the "Property")  
to-wit:

LOTS ONE (1), TWO (2) AND THREE (3), LESS THE SOUTHWESTERLY 60 FEET  
THEREOF, ALL IN BLOCK "G", A.C. BLACK'S PLAT OF A PORTION OF PRIVATE CLAIM  
33, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN; SAID PROPERTY ALSO  
BEING DESCRIBED AS ALL OF LOTS ONE (1), TWO (2) AND THREE (3), IN BLOCK "G",  
BLACK'S PLAT LYING BETWEEN LAWE STREET AND PLANK ROAD, CITY OF  
KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPTING THE  
SOUTHWESTERLY 60 FEET OF SAID LOTS 1, 2, AND 3.

THIS PROPERTY IS LOCATED AT: 1903 GREEN BAY RD KAUKAUNA, WI 54130

This (is) (~~isn't~~) the homestead of Mortgagor.☐ If checked here, description is continued on additional attached sheet.

1. **Covenant of Title.** Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except  
restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and MTG WITH CAPITAL CREDIT UNION  
DATED 10/21/11 WITH A BALANCE OF \$89,360.50. Mortgagor will forever warrant,  
guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to Credit Union of all sums advanced pursuant to the Agreement, plus finance charges and  
other charges according to the terms of the Agreement. The Agreement provides for advances of funds from time to time pursuant to a line of credit granted by the  
Credit Union. The credit extension is for a revolving, replenishable credit line with the maximum principal balance outstanding from time to time in the amount  
specified above. This Mortgage secures each advance made pursuant to the Agreement and the security for each advance shall have priority as of the date of  
recording of this Mortgage. The Mortgage also secures any extensions, renewals or modifications of the Agreement and the payment of any additional and  
subsequent advances or payments made by Credit Union (hereinafter all called the "Note"), and the performance of all covenants, conditions and agreements  
contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. The Note contains provisions allowing for  
changes in the interest rate, monthly payment, terms of the loan and final payment and this mortgage secures all interest amounts accruing pursuant to those  
provisions. If the Note is terminated and canceled such that Credit Union will no longer be obligated to advance funds to the Borrower under the terms of the Note and  
if Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the  
terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this  
Mortgage and the Note, then the Credit Union will satisfy this Mortgage.

THIS AGREEMENT INCLUDES ALL PROVISIONS ON THE REVERSE SIDE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MORTGAGE.

Signed and sealed this 21st day of OCTOBER 2011

Mortgagor Peggy T Gerrits (Seal)  
\* PEGGY T GERRITS

Mortgagor Donald A Gerrits (Seal)  
\* DONALD A GERRITS

STATE OF WISCONSIN  
County of OUTAGAMIE

Personally came before me, this 21st day of OCTOBER 2011 the above named DONALD A GERRITS AND  
PEGGY T GERRITS AS SURVIVORSHIP known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.  
MARITAL PROPERTY

THIS INSTRUMENT WAS DRAFTED BY:

TRACI NASSEN

Laura Van De Walle (Seal)  
\* LAURA VAN DE WALLE  
Notary Public OUTAGAMIE County, Wisconsin.  
My Commission (Expires) (is) 1/12/2014

\*Type or print name signed above.

1983401

Recorded  
April 30, 2013 11:28 AM  
OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Total Pages: 2



# MORTGAGE (NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, or household purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

Account No. 32318996 41

In consideration of the sum \_\_\_\_\_

SEVENTY-SEVEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS

Dollars (\$ 77,300.00 ), the receipt of which is acknowledged,DONALD A GERRITS AND PEGGY T GERRITS,AS SURVIVORSHIP MARITAL PROPERTY

("Mortgagor," whether one or more) mortgages, conveys, grants a security interest, and warrants to CAPITAL

Credit Union ("Credit Union"), of KIMBERLY, Wisconsin and its successors and assigns the following described real estate in OUTAGAMIE County, Wisconsin, together with all

privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right to eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

LOTS ONE (1), TWO (2) AND THREE (3), LESS THE SOUTHWESTERLY 60 FEET THEREOF, ALL IN BLOCK "G", A.C. BLACK'S PLAT OF A PORTION OF PRIVATE CLAIM 33, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN; SAID PROPERTY ALSO BEING DESCRIBED AS ALL OF LOTS ONE (1), TWO (2) AND THREE (3), IN BLOCK "G", BLACK'S PLAT OF A PART OF PRIVATE CLAIM 33 LYING BETWEEN LAWE STREET AND PLANK ROAD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPTING THE SOUTHWESTERLY 60 FEET OF SAID LOTS 1, 2, AND 3.

RETURN TO

CAPITAL CREDIT UNION  
PO BOX 410  
KIMBERLY, WI 54136

Parcel ID Number 322 024100

1903 GREEN BAY RD  
KAUKAUNA WI 54130

Check if applicable: ☐ Description of property is continued on an attached sheet. ☐ This is a construction mortgage.

Check one: This ☒ (is) ☐ (is not) the homestead of Mortgagor.

1. **Covenant of Title.** Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due, a prior mortgage ("First Mortgage") to MTG WITH CAPITAL CREDIT UNION

, dated 10/21/11, and WITH A BALANCE OF \$7,000.00

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to the Credit Union of the following (together, the "Obligations"): (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of a Promissory Note of Borrower to Credit Union of this date (or dated \_\_\_\_\_) and any extensions, renewals, modifications, or refinancings thereof signed by any Borrower (all called the "Note"); (b) the payment of any additional and subsequent advances or payments made by the Credit Union to any Borrower or Mortgagor, whether alone or with one or more others; (c) the performance of all covenants, conditions and agreements contained in this Mortgage; and (d) the payment of all sums, with interest, paid by the Credit Union under § 6 to protect the security of this Mortgage. If the Obligations and all additional and subsequent advances made by the Credit Union are paid, each according to their terms, and all other obligations, terms, conditions, covenants and agreements contained in this Mortgage or the Note are met, then the Credit Union will satisfy this Mortgage upon request of Mortgagor.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS.

Signed this 18th day of APRIL, 2013

Mortgagor

DONALD A GERRITS

Mortgagor

PEGGY T GERRITS

STATE OF WISCONSIN

OUTAGAMIE County } ss

Mortgagor

This instrument was acknowledged before me on 04/18/2013 by DONALD A GERRITS AND PEGGY T GERRITS,AS SURVIVORSHIP MARITAL PROPERTYLAURA VAN DE WALLENotary Public OUTAGAMIE County, Wis.My Commission Expires: 01/12/2014

THIS INSTRUMENT WAS DRAFTED BY:

TRACI NASSEN

\* Type or Print Name Signed Above

Credit Union - Original



## 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

GERRITS, DONALD A & PEGGY T  
1903 GREEN BAY RD

KAUKAUNA, WI 541300000

### PROPERTY INFORMATION

Parcel ID: 322024100

Document #:

Tax Districts:

KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### CO-OWNER(S)

### PROPERTY DESCRIPTION

BLACK PLAT OF PRT PC #33 LOTS 1, 2 & 3 BLK G LESS SW60 FT  
16027M30

Municipality:

CITY OF KAUKAUNA

Property Address:

1903 GREEN BAY RD

### LAND VALUATION

Code	Acres	Land	Impr.	Total
G1	0.5	24,700	102,800	127,500
				<hr/>
	0.5	24,700	102,800	127,500

Total Acres: 0.5

Assessment Ratio: 1.0551

Fair Market Value: 120,842

### SPECIAL ASSESSMENT DETAIL

Code	Description	Amount
		<hr/>
		0.00

### TAX INFORMATION

Installment	Amount
First:	1,320.90
Second:	1,406.00
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**

Base Tax:	2,812.76
Special Assessment:	0.00
Lottery Credit:	85.86
Net Tax Due:	2,726.90
Amount Paid:	2,726.90
(View payment history info below)	
Current Balance Due:	0.00
Interest:	0.00
Total Due:	0.00

### PAYMENT HISTORY

Date	Receipt #	Amount	Interest	Total
12/27/12	2344	2,726.90	0.00	2,726.90