

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. 68544

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 13, 2013 at 12:01 a.m.

LEGAL DESCRIPTION:

The Northwesterly 120 feet of Lot Three (3), Block One (1), according to the recorded Plat of James Black's Subdivision of Private Claim 33, lying between Green Bay Road and Plank Road, Second Ward, City of Kaukauna, Outagamie County, Wisconsin.

TAX PARCEL NO. 322064700

PROPERTY ADDRESS: 1414 Green Bay Road, Kaukauna, WI 54130

MAILING ADDRESS: 1414 Green Bay Road, Kaukauna, WI 54130

TITLE VESTS:

Rosendo Solis Esquivel by virtue of a Warranty Deed dated November 22, 2005 and recorded December 2, 2005 as Doc. No. 1690695.

MORTGAGES:

Mortgage executed by Rosendo Solis Esquivel, married and wife, Eva E. Silva Coss to Wells Fargo Bank, N.A. in the amount of \$74,000.00, dated May 22, 2009 and recorded June 1, 2009 as Doc. No. 1836470. (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.

Matters contained on JAS Black's Subdivision of Part of Private Claim 33, recorded in Vol. 6 Plats, Page 46 as Doc. No. 273001.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$1,807.29, less lottery credit of \$85.86 for a balance of \$1,721.43, have been paid.

Assessments:	Land: \$14,000	Improvements: \$68,900	FMV: \$78,571
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The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

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

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

Thank you for the opportunity to serve your title needs.

Sincerely,



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

1690695

Recorded
DEC. 02, 2005 AT 10:24AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$11.00
Transfer Fee: \$277.50



Warranty Deed

Janice L. Schlender a/k/a Janice Schlender (Grantor),

conveys and warrants to:

Rosendo Solis Esquivel (Grantee),

the following described real estate
in Outagamie County, Wisconsin:

Return recorded document to:
Bay Title & Abstract
345 S. Monroe Avenue
Green Bay, WI 54301
ATT-23486

11.00
①

The Northwest 120 feet of Lot Three (3), Block One (1), according to the recorded Plat of James Black's Subdivision of Private Claim 33, lying between Green Bay Road and Plank Road, Second Ward, City of Kaukauna, Outagamie County, Wisconsin.

AND

A triangular parcel of land located in Lots Two (2) and Three (3), Block One (1), James Black's Subdivision, in Private Claim 33, Second Ward, City of Kaukauna, Outagamie County, Wisconsin, particularly described as follows: to-wit Commencing at the intersection of the Westerly line of Lot 2 and the Northerly line of Plank Road as the point of beginning; thence Easterly along the Northerly line of Plank Road 150 feet more or less to the line between Lots 3 and 23; thence Northwesterly along the line between Lots 2 and 23, 80 feet more or less to a point directly opposite the Northerly boundary of Lot 23; thence Southwesterly at right angles to said last named point 120 feet to the place of beginning. It being intended to convey a triangular parcel of land in Lots 2 and 3 aforesaid bounded on the South by Plank Road, on the East by Lot 23, and on the North by the Northerly line of Lots 23 and 24 extended in a straight line.

Tax Parcel Numbers: 322-064700 and 322-064701

This is not homestead property.

Exception to warranties:

Municipal and zoning ordinances, any recorded easement(s) for public utilities serving the property, recorded building and use restrictions and covenants and general taxes levied in the year of closing.

Dated this November 22, 2005

Janice L. Schlender (Seal)
*Janice L. Schlender a/k/a Janice Schlender

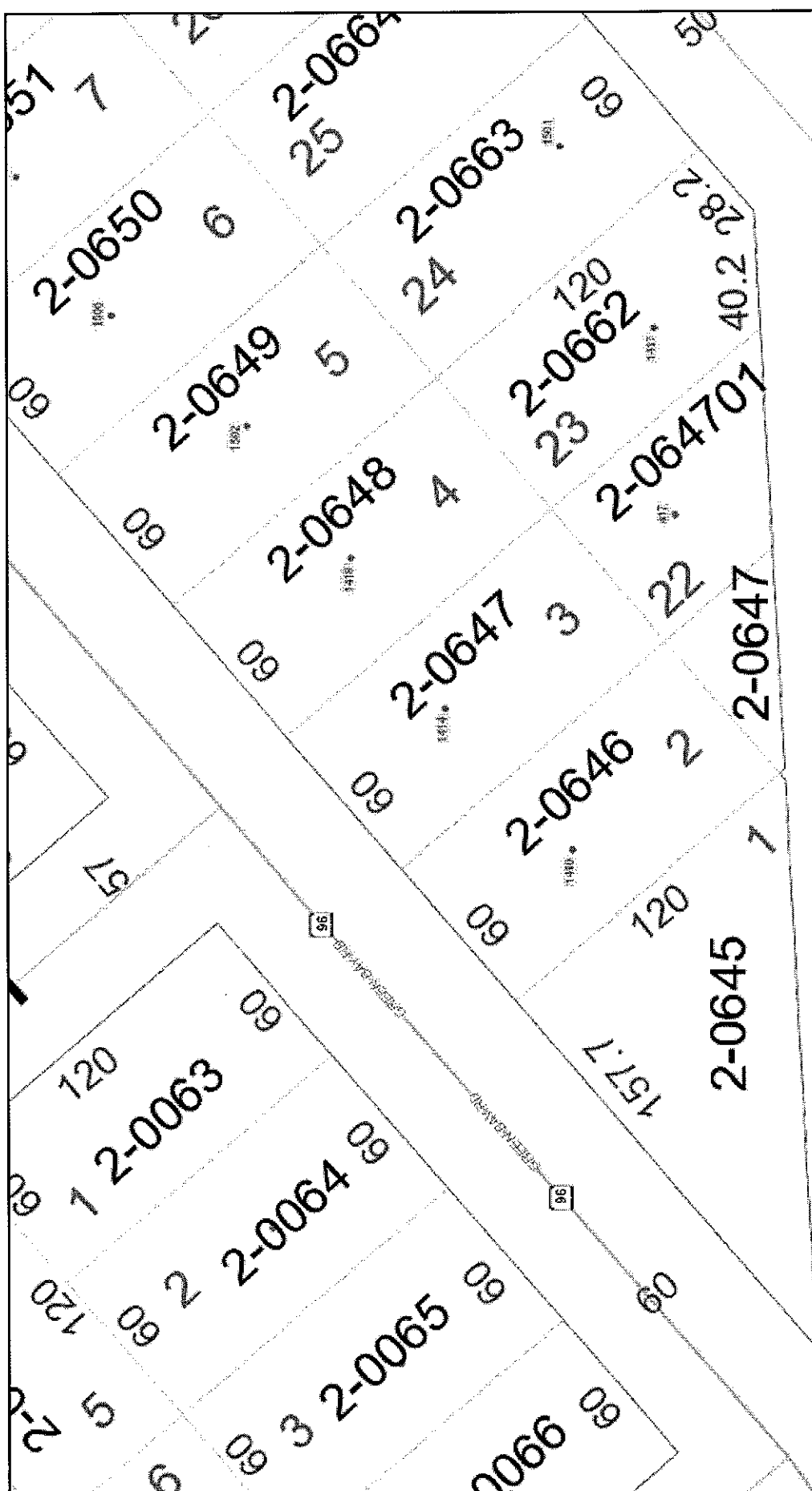
ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF Brown)

Personally came before me this November 22, 2005, the above named Janice L. Schlender a/k/a Janice Schlender, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Diane E. Daul-Woodziak
*Diane E. Daul-Woodziak
Notary Public, State of Wisconsin
My commission expires: May 17, 2009

Drafted by
Attorney Jane E. Seusy
P.O. Box 10261
Green Bay, Wisconsin 54307-0261



N



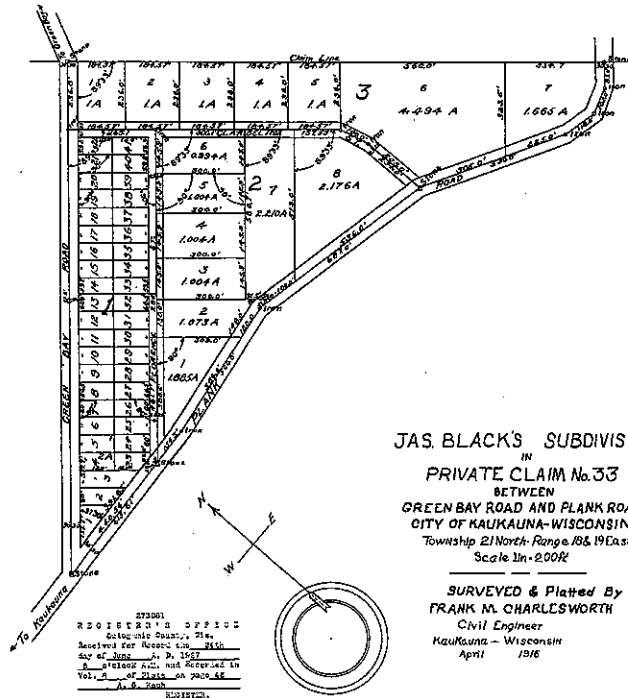
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

79.40

00.99

100.60

143.90



JAS. BLACK'S SUBDIVISION
IN
PRIVATE CLAIM No. 33
BETWEEN
GREEN BAY ROAD AND PLANK ROAD
CITY OF KAUKAUNA - WISCONSIN
 Township 21 North Range 10 East
 Scale 1 in = 200 ft

SURVEYED & Platted By
FRANK M. CHARLESWORTH
 Civil Engineer
 Kaukauna - Wisconsin
 April 1916

RECORDED
 272001
 Deception County, Wis.
 Received for Record the 24th
 day of June, A. D. 1917
 A. S. Smith, and recorded in
 Vol. 8 of Deception on page 46
 A. S. Smith
 REGISTER

102A

State of Wisconsin, ss.
 Deception County)

I, Frank M. Charlesworth Jr., do hereby certify that I as a surveyor and resident at Kaukauna, Wis., of that by order and direction of the owners have surveyed and platted the following tract of land in the City of Kaukauna, which is described as follows: Commencing at the intersection of the Green Bay Road and the northern line of Private Claim No. 33, thence southeasterly 1687.45 feet along said P.C. line to the corner of the Plank Road, thence to a survey corner marked first along the center of the Plank Rd. to the junction of the Plank Rd. and the Green Bay Rd., thence northeasterly 1701.43 feet along the center of the Green Bay Rd. to the point of beginning. That this map is a correct representation of all the superior boundaries of the land surveyed and of the divisions thereon made and that I have complied with all the provisions of Chapter 246, Laws of 1905 and Wisconsin, in surveying and mapping and subdividing the same. Given under my hand this 14th day of June, 1916 A.D.

Frank M. Charlesworth Jr.
 County Surveyor

State of Wisconsin, ss.
 Deception County)

Subscribed and sworn before me this 14th day of June, 1916 A.D.
 My Commission expires June 24, 1917
 My Commission expires June 24, 1917

State of Wisconsin, ss.
 Deception County)

We, the undersigned owners of the above described lands, hereby certify that we caused the lands in the foregoing certificate of Frank M. Charlesworth Jr. County Surveyor, to be surveyed and mapped as represented on the map herewith.

James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness
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James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness
James H. Harkness	James H. Harkness	James H. Harkness

State of Wisconsin, ss.
 Deception County)

Personally appeared before me this 14th day of June, 1917 A.D. to me known to be the persons who executed the foregoing and acknowledged the same.

My Commission expires June 24, 1917

Introduced and adopted by the Common Council at the City of Kaukauna, Wisconsin,
 June 7, 1917

City Clerk

MORTGAGE

DOCUMENT NUMBER

Document #: **1836470**

Date: **06-01-2009** Time: **07:41** Pages: **16**

Fee: **\$41.00** County: **Outagamie** State: **WI**

Janice Flenz

Register of Deeds

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 *1921560*

PARCEL IDENTIFIER NUMBER

322-064700

[Space Above This Line For Recording Data]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **MAY 22, 2009** together with all Riders to this document.

(B) "Borrower" is **ROSENDO SOLIS ESQUIVEL, MARRIED and wife Eva E Silva Ross** 

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **National Association**

organized and existing under the laws of **THE UNITED STATES OF AMERICA**

0261349716

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

Wolters Kluwer Financial Services

VMP [®]-S(WI) (0811)

Page 1 of 16

NMFL# 3150 (WICM) Rev. 1/2009

Initials: *RS*



Form 3050 1/01

Lender's address is P. O. BOX 5137
DES MOINES, IA 50306-5137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MAY 22, 2009

The Note states that Borrower owes Lender SEVENTY-FOUR THOUSAND AND NO/100

Dollars

(U.S. \$ ****74,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2024

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "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.

(I) "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.

(J) "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.

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

(L) "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.

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

(N) "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.

(O) "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.

(P) "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 Lender, with power of sale, the following described property located in the COUNTY of OUTAGAMIE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

which currently has the address of 1414 GREEN BAY RD

KAUKAUNA

[City], Wisconsin 54130

[Street]

[Zip Code]

("Property Address"):

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

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

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

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

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

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:

Dawn Zimmerman

Rosendo Solis Esquivel (Seal)
ROSENDO SOLIS ESQUIVEL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Eva E Silva Coss (Seal)
EVA E. SILVA COSS -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Exhibit "A"
Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF KAUKAUNA, COUNTY OF OUTAGAMIE, STATE OF WISCONSIN BEING KNOWN AND DESIGNATED AS THE NORTHWEST 120 FEET OF LOT THREE (3), BLOCK ONE (1), PLAT OF JAMES BLACKS SUBDIVISION OF PRIVATE CLAIM 33, LYING BETWEEN GREEN BAY ROAD AND PLANK ROAD, SECOND WARD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN. AND A TRIANGULAR PARCEL OF LAND LOCATED IN THE LOTS TWO (2) AND THREE (3), BLOCK ONE (1), JAMES BLACKS SUBDIVISION IN PRIVATE CLAIM 33, SECOND WARD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 2 AND THE NORTHERLY LINE OF PLANK ROAD AS THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTHERLY LINE OF PLANK ROAD 150 FEET MORE OR LESS TO THE LINE BETWEEN LOTS 3 AND 23; THENCE NORTHWESTERLY ALONG THE LINE BETWEEN LOTS 2 AND 23, 80 FEET MORE OR LESS TO A POINT DIRECTLY OPPOSITE THE NORTHERLY BOUNDARY OF LOT 23; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LAST NAMED POINT 120 FEET TO THE PLACE OF BEGINNING. IT BEING INTENDED TO CONVEY A TRIANGULAR PARCEL OF LAND IN LOTS 2 AND 3 AFORESAID BOUNDED ON THE SOUTH BY PLANK ROAD, ON THE EAST BY LOT 23, AND ON THE NORTH BY THE NORTHERLY LINE OF LOTS 23 AND 24 EXTENDED IN A STRAIGHT LINE.

BEING MORE FULLY DESCRIBED IN DEED DOC NO. 1690695, DATED 11/22/2005, RECORDED 12/02/2005 IN OUTAGAMIE COUNTY RECORDS.

Tax/Parcel ID: 322-064700



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

ESQUIVEL, ROSENDO S
1414 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322064700
Document #: 001690695
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	818.43
<u>Second:</u>	903.00
<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>	1,807.29
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	1,721.43
<u>Amount Paid:</u>	1,721.43
(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

JAS. BLACKS SUBD OF PC33 BETW GREEN BAY RD & PLANK RD
NW120 FT LOT 3 BLK 1

Municipality: CITY OF KAUKAUNA
Property Address: 1414 GREEN BAY RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	0.17	14,000	68,900	82,900
	0.17	14,000	68,900	82,900
<u>Total Acres:</u>	0.17			
<u>Assessment Ratio:</u>	1.0551			
<u>Fair Market Value:</u>	78,571			

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>
12/31/12	3963	1,721.43	0.00	1,721.43