

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. 68551

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:

Lot Four (4), Block One (1), JAS BLACK'S SUBDIVISION, of Private Claim Thirty-three (33), lying between the Green Bay Road and the Plank Road, in the City of Kaukauna, Outagamie County, Wisconsin.

TAX PARCEL NO. 322064800

PROPERTY ADDRESS: 1418 Green Bay Rd., Kaukauna, WI 54130

MAILING ADDRESS: 1418 Green Bay Rd., Kaukauna, WI 54130

TITLE VESTS:

Jonathon D. Gillis by virtue of a Special Warranty Deed dated May 15, 2009 and recorded July 14, 2009 as Doc. No. 1842991.

MORTGAGES:

Mortgage executed by Jonathon D. Gillis, single man to Associated Bank National Association in the amount of \$79,769.00, dated July 9, 2009 and recorded July 14, 2009 as Doc. No. 1842993.

The foregoing mortgage was assigned to Mortgage Electronic Registration Systems, Inc. in an Assignment recorded August 5, 2009 as Doc. No. 1845571.

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.

Covenants contained on Warranty Deed recorded as Doc. No. 1842991.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$2,269.44, less lottery credit of \$85.86 for a balance of \$2,183.58, have been paid.

Assessments: Land: \$14,000 Improvements: \$89,400 FMV: \$98,000

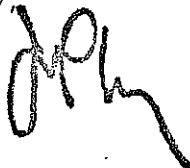
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used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

A handwritten signature in black ink, appearing to read 'JCM', is written over the word 'Sincerely,'.

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

1842991

Recorded
July 14, 2009 AT 02:13PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS

Fee Amount: \$15.00
Transfer Fee: \$233.70
Total Pages 3



DOCUMENT NO.

SPECIAL WARRANTY DEED

Name & Return Address

Grantee
1418 Green Bay Rd.
Kaukauna, WI 54130

THIS DEED, made between Sutton Funding, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the United States of America, Grantor, and
Jonathon D. Gillis
Grantee,

PIN 322-064800

Witnesseth, That the said Grantor, for the valuable consideration of One Dollar (\$1.00) and other good and valuable consideration conveys to Grantee the following described real estate in the County of Outagamie, State of Wisconsin:

Lot Four (4) in Block One (1) in JAMES BLACK'S SUBDIVISION OF PRIVATE CLAIM 33, lying between the Green Bay road and the Plank Road in the City of Kaukauna, Outagamie County, Wisconsin.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title herein shall apply.

- (1) All Easements, rights of way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad Valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

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

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Grantor warrants title to said real estate and will defend the same against the lawful claims of all persons claiming by, through, or under said grantor and none other.

Dated this _____ day of **MAY 15 2009**, A.D., _____

Sutton Funding, LLC

By: _____

Its: _____

Printed Name: _____

Assistant Secretary

Noriko Colston

ACKNOWLEDGMENT

STATE OF _____

_____ County

Personally came before me this _____ day of _____, _____ the above named
_____ of the above named limited liability
company, to me known to be the person who executed the foregoing instrument, and to me known to be such
_____ of said limited liability company, and acknowledged that he/she executed the foregoing instrument
as such officer as the deed of said limited liability company, by its authority.

Notary Seal

*
Notary Public, _____ County, _____
My commission expires: _____

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

THIS INSTRUMENT WAS DRAFTED BY
FRS
4111 South Darlington, Suite 950
Tulsa, OK 74135
Karin Pyeatt 608627 410758551

State of California }
County of Sacramento } ss.

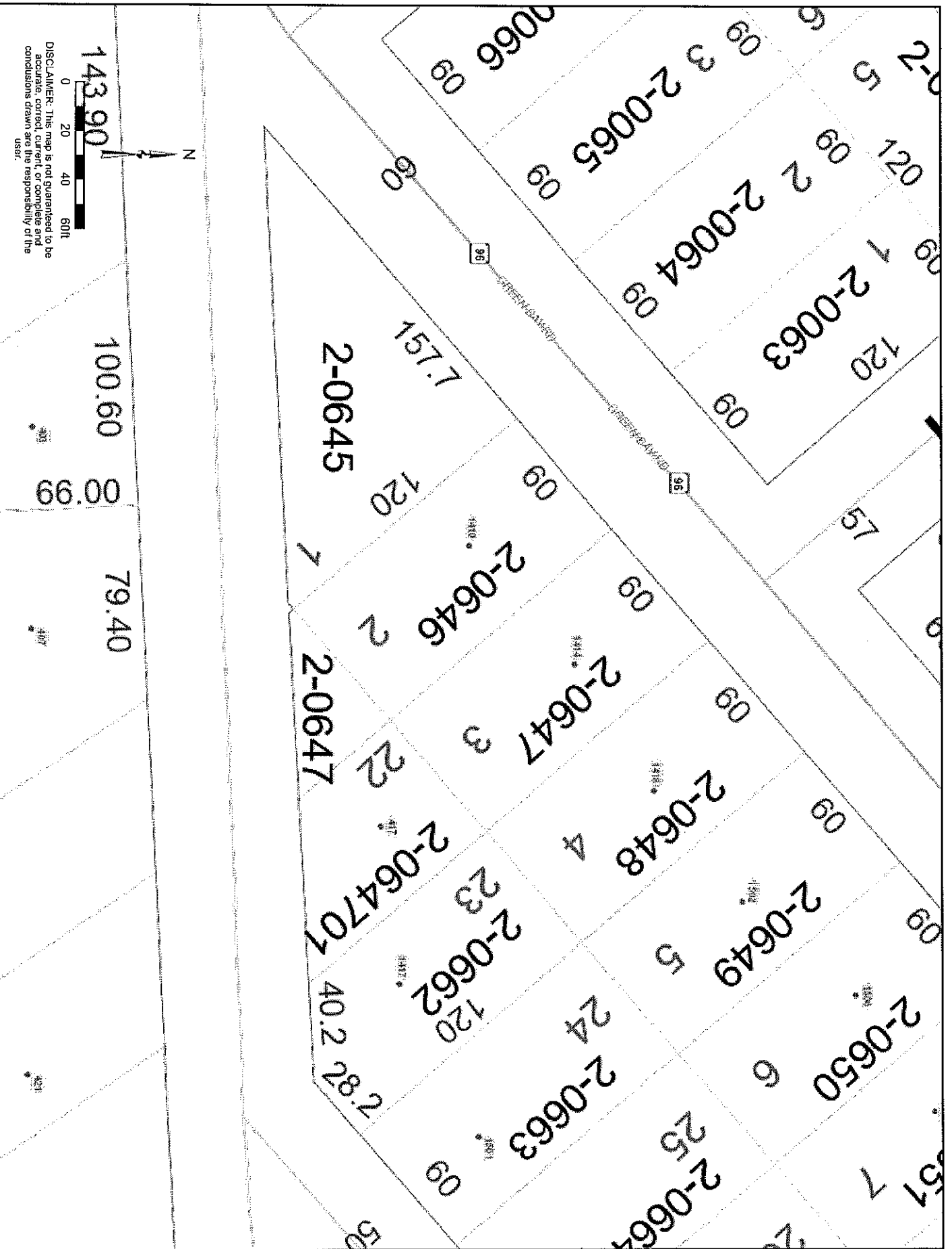
On MAY 15 2009, before me, M. Schuessler, Notary Public, personally appeared Noriko Colston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

M. Schuessler
Notary Signature M. Schuessler





1842993

Recorded
July 14, 2009 AT 02:16PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$39.00
Total Pages 15

MORTGAGE



This instrument was drafted by:
Jennifer Wimer

Record and Return To:
Associated Loan Services
PO Box 8009
Stevens Point, WI 54481

Parcel ID Number: 322064800

39.00
(15)

[Space Above This Line For Recording Data]

VA Case Number: 303060363745
Loan #: 3250005712

**THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF
VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated July 09, 2009, together with all Riders to this document.

(B) "Borrower" is JONATHON D GILLIS Single Man. Borrower is the mortgagor under this Security



★ 3 2 5 0 0 0 5 7 1 2 ★
WISCONSIN-Single Family-UNIFORM INSTRUMENT
Mortgage Cadence, Inc. © 3741 05/07

Page 1 of 14



ITEM 2480L1 (0509)

Instrument.

(C) "Lender" is **Associated Bank National Association**. Lender is a **Corporation** organized and existing under the laws of **The United States of America**. Lender's address is **200 North Adams Street, Green Bay, WI 54301**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **July 09, 2009**. The Note states that Borrower owes Lender **SEVENTY NINE THOUSAND SEVEN HUNDRED SIXTY NINE AND NO/100** Dollars (U.S. **\$79,769.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2039**.

(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"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider
<input type="checkbox"/> Planned Unit Development 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. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

(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) "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.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(O) "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** [Type of Recording Jurisdiction] of **OUTAGAMIE** [Name of Recording Jurisdiction]:

SEE ATTACHED

which currently has the address of **1418 GREEN BAY RD** [Street] **KAUKAUNA** [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 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.



WISCONSIN-Single Family-UNIFORM INSTRUMENT
Mortgage Cadence, Inc. © 3741 05/07



ITEM 2480L1 (0509)

[Space Below This Line For Acknowledgment]

State of Wisconsin

County Outagamie

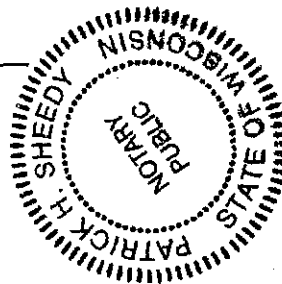
The instrument was acknowledged before me on July 9, 2009

by Jonathon D. Hillis

Patrick H. Sheedy
Signature of notarial officer

Notary
Title or rank

My Commission expires: 4-1-2012



* 3 2 5 0 0 0 5 7 1 2 *
WISCONSIN-Single Family-UNIFORM INSTRUMENT
Mortgage Cadence, Inc. © 3741 05/07



ITEM 2480L1 (0509)

1962120

LEGAL DESCRIPTION

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

Lot Four (4), Block One (1), JAMES BLACK'S SUBDIVISION, of Private Claim Thirty-three (33), lying between the Green Bay Road and the Plank Road in the City of Kaukauna, Outagamie County, Wisconsin.

APN/Tax Key No.:322064800

1845571

ASSIGNMENT OF MORTGAGE

Recorded
Aug. 05, 2009 AT 08:52AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$11.00
Total Pages 1

Document number

Return Address: Associated Loan Services
P.O. Box 8009
Stevens Point, WI 54481



Parcel I.D. Number 322064800

MERS MIN: 100025500001818044

3250005712

11.00
①

For Value Received, Associated Bank, N.A., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Green Bay, Wisconsin, hereby assigns and transfers to Mortgage Electronic Registration Systems, Inc., its successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 all its right, title and interest to a certain mortgage executed by Jonathon D. Gillis, single man

to Associated Bank, N.A. and bearing the date of the 9th day of July, 2009 and recorded in the office of the Register of Deeds of Outagamie County, Wisconsin as document number 1842993, in reel/volume N/A of Records/Mortgages on page/image N/A.

Lot Four (4), Block One (1), James Black's Subdivision, of Private Claim Thirty-three (33), lying between the Green Bay Road and the Plank Road in the City of Kaukauna, Outagamie County, Wisconsin.

together with the note and indebtedness therein mentioned.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on July 23, 2009.

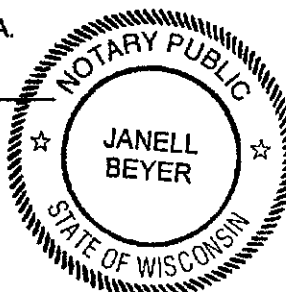
STATE OF WISCONSIN
Brown County

ASSOCIATED BANK, N.A.

This instrument was acknowledged before me on July 23, 2009 by Janet H. Jandl, Vice President as an officer of Associated Bank, N.A.

Janet H. Jandl
Vice President

Janell Beyer
Notary Public, State of Wisconsin
My commission expires 05-19-2013



This instrument was drafted by
Kathy Fitzgerald
Associated Bank, N.A.



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

GILLIS, JONATHON D
1418 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322064800
Document #: 001842991
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,049.58
<u>Second:</u>	1,134.00
<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>	2,269.44
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,183.58
<u>Amount Paid:</u>	2,183.58
(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>
01/10/13	4442	2,183.58	0.00	2,183.58

CO-OWNER(S)

PROPERTY DESCRIPTION

JAS. BLACKS SUBD OF PC33 BETW GREEN BAY RD & PLANK RD
LOT 4 BLK 1

Municipality: CITY OF KAUKAUNA
Property Address: 1418 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	89,400	103,400
<hr/>				
	0.17	14,000	89,400	103,400

Total Acres: 0.17
Assessment Ratio: 1.0551
Fair Market Value: 98,000

SPECIAL ASSESSMENT DETAIL

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