

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. 68554

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 Eleven (11), Block One (1), according to the recorded Plat of JAS Black's Subdivision in Private Claim 33, between Green Bay Road and Plank Road, in the City of Kaukauna, Outagamie County, Wisconsin.

TAX PARCEL NO. 322065500

PROPERTY ADDRESS: 1606 Green Bay Rd., Kaukauna, WI 54130

MAILING ADDRESS: 1606 Green Bay Rd., Kaukauna, WI 54130

TITLE VESTS:

Kathleen A. Patschke by virtue of a Personal Representative's Deed dated August 15, 2000 and recorded August 16, 2000 as Doc. No. 1376739.

MORTGAGES:

Mortgage executed by Kathleen A. Patschke, a single person to The Bank of Kaukauna in the amount of \$61,257.20, dated July 25, 2003 and recorded August 4, 2003 as Doc. No. 1564504.

MORTGAGES (continued):

Mortgage executed by Kathleen A. Patschke, a single person to The Bank of Kaukauna in the amount of \$21,000.00, dated July 5, 2012 and recorded July 16, 2012 as Doc. No. 1952147.

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 \$2,391.19, less lottery credit of \$85.86 for a balance of \$2,305.33, have been paid.

Assessments:	Land: \$14,300	Improvements: \$94,500	FMV: \$103,118
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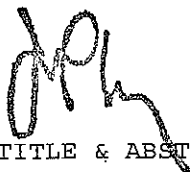
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used 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

1376739

Document Number

PERSONAL REPRESENTATIVE'S DEED

EDWIN L. PATSCHKE and KATHLEEN A. PATSCHKE, as Co-Personal Representatives of the estate of VIRGINIA H. PATSCHKE ("Decedent"), for a valuable consideration conveys without warranty to KATHLEEN A. PATSCHKE, a Single Person, Grantee, the following described real estate in OUTAGAMIE County, State of Wisconsin (hereinafter called the "Property"):

All of Lot Eleven (11), in Block One (1), of JAS. BLACK'S SUBDIVISION, in Private Claim No. 33, between Green Bay Road and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

AUG 16 2000

AT 2 O'CLOCK A.M. P.M.
JANICE FLINZ
REGISTER OF DEEDS

Recording Area

Name and Return Address

" Hunter
" 1606 Green Bay Rd
Kaukauna, WI 54130

32-2-0655-00-2
(Parcel Identification Number)

TRANSFER
\$ 192.00
FEE

+

FEE
11
EXEMPT

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 15 day of August, 2000.

Edwin L. Patshke
EDWIN H. PATSCHKE Co-Personal Representative

Kathleen A. Patshke
KATHLEEN A. PATSCHKE Co-Personal Representative

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____.

signature _____

type or print name _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

OUTAGAMIE COUNTY

Personally came before me this 14th day of August, 2000, the above named EDWIN H. PATSCHKE and KATHLEEN A. PATSCHKE, as Co-Personal Representatives of the Estate of VIRGINIA H. PATSCHKE, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Linda E. Johnson
signature
type or print name Linda E. Johnson

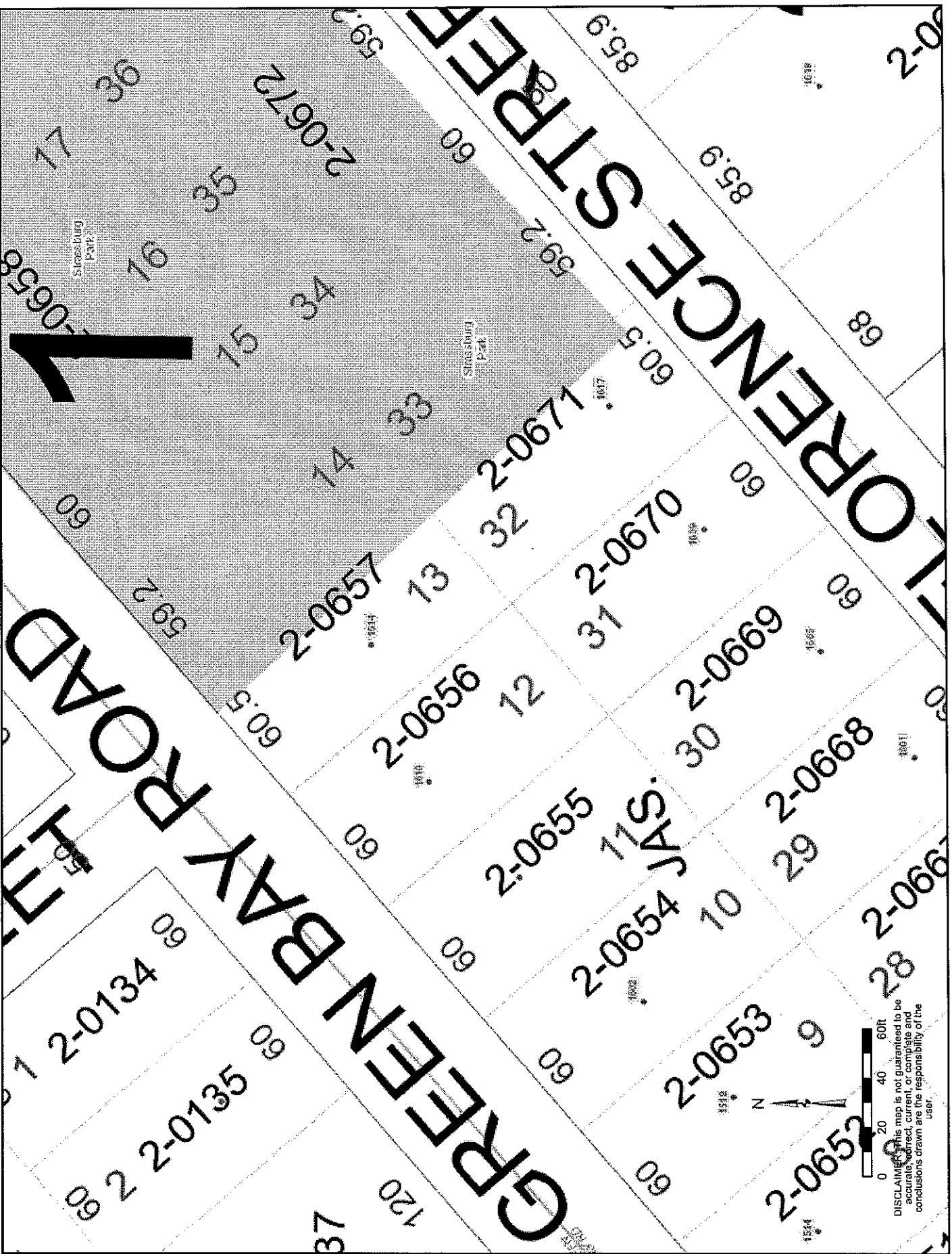
Notary Public Outagamie County, WI

My commission is permanent. (If not, state expiration date: _____)

LINDA E. JOHNSON
Notary Public - State of Wisconsin
My Comm. Expires Feb. 01, 2004

THIS INSTRUMENT WAS DRAWN BY
ATTORNEY PAUL VAN BERKEL
180 WEST WISCONSIN AVENUE
KAUKAUNA, WI 54130

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



After Recording Return To:
The Bank of Kaukauna
264 W. Wisconsin Avenue
Kaukauna, WI 54130

OUTAGAMIE
Document #

1564504

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

Parcel Identifier Number:
32-2-0655-00-2

AUG 4 2003

AT 10 O'CLOCK A.M. ~~PM~~
JANICE FLENZ
REGISTER OF DEEDS

MORTGAGE

[Space Above This Line For Recording Data]

pd
41.00

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 JULY 25, 2003, together with all Riders to this document.

(B) "Borrower" is Kathleen A. Patschke, A Single Person.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is The Bank of Kaukauna. Lender is a A State Bank organized and existing under the laws of Wisconsin. Lender's address is 264 W. Wisconsin Avenue, Kaukauna, WI 54130-0320.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JULY 25, 2003. The Note states that Borrower owes Lender SIXTY-ONE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 20/100 Dollars (U.S. \$ 61,257.20) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2018.

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

ETC-539917

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

All of Lot Eleven (11), in Block One (1), of JAS. BLACK'S SUBDIVISION, in Private Claim No. 33, between Green Bay Road and Plank Road, City of Kaukauna, Outagamie County, Wisconsin.

which currently has the address of 1606 Green Bay Rd.
[Street]
Kaukauna, Wisconsin 54130 ("Property Address"):
[City] [Zip Code]

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

Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

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)
Kathleen A. Patschke -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wisconsin

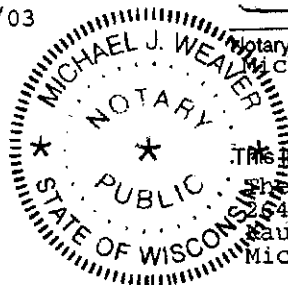
Outagamie

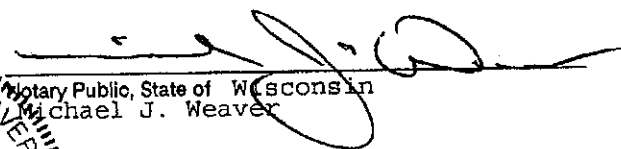
County ss:

The foregoing instrument was acknowledged before me this 25TH day of JULY, 2003
by Kathleen A. Patschke

My Commission Expires: 12/28/03

(Seal)




Notary Public, State of Wisconsin
Michael J. Weaver

This instrument was prepared by:
The Bank of Kaukauna
224 W. Wisconsin Avenue
Kaukauna, WI 54130
Michael Weaver

1952147

Recorded
 July 16, 2012 1:24 PM
 OUTAGAMIE COUNTY
 JANICE FLENZ
 REGISTER OF DEEDS
 Fee Amount: \$30.00
 Total Pages: 3



W. B. A.	428 (4/09)	Financial Link® 11142
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© 2009 Wisconsin Bankers Association / Distributed by FIPCO®
 DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

Kathleen A. Patschke, A Single Person

("Mortgagor," whether one or more), whose address is
 1606 Green Bay Road, Kaukauna, WI 54130

mortgages, conveys, assigns, grants a security interest in and warrants to
 The Bank Of Kaukauna

264 W. Wisconsin Avenue, P.O. Box 320, Kaukauna, WI 54130

("Lender") in consideration of the sum of
 Twenty One Thousand and 00/100

Dollars

(\$21,000.00), loaned or to be loaned to Kathleen A. Patschke

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or
 agreement(s) dated July 5, 2012

the real estate described below, together with all privileges, hereditaments, easements and
 appurtenances, all rents, leases, issues and profits, all claims, awards and payments made
 as a result of the exercise of the right of eminent domain, all existing and future
 improvements and all goods that are or are to become fixtures (all called the "Property") to
 secure the Obligations described in paragraph 5, including, but not limited to, repayment of
 the sum stated above plus certain other debts, obligations and liabilities arising out of past,
 present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL
 OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED
 THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A
 DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to
 secure all sums advanced and re-advanced to Borrower by Lender from time to time under
 the revolving credit agreement between Borrower and Lender described above.

1. **Description of Property.** (This Property is the homestead of Mortgagor.)
 All of Lot Eleven (11), in Block One (1), of JAS. BLACK'S SUBDIVISION, in Private Claim No. 33, between Green Bay Road and Plank Road, City of
 Kaukauna, Outagamie County, Wisconsin.

Recording Area

Name and Return Address
 The Bank Of Kaukauna

264 W. Wisconsin Avenue, P.O. Box 320
 Kaukauna, WI 54130

FA 2313754

322-065500

Parcel Identifier No.

☐ If checked here, description continues or appears on attached sheet(s).

☐ If checked here, this Mortgage is a construction mortgage.

☐ If checked here, Condominium Rider is attached.

2. **Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current
 taxes and assessments not yet due and a mortgage to The Bank of Kaukauna

3. **Escrow.** Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. **Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. **Other Provisions.** (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed July 5, 2012

(Date)

(SEAL)

(Type of Organization)

(State of Organization)

(Organizational I.D. Number, if any)

By: (SEAL)

Kathleen A. Patschke

(SEAL)

By: (SEAL)

(SEAL)

By: (SEAL)

(SEAL)

By: (SEAL)

(SEAL)

AUTHENTICATION

OR ACKNOWLEDGMENT

Signatures of

STATE OF Wisconsin

County of Outagamie

ss.

authenticated this day of

This instrument was acknowledged before me on July 5, 2012

by Kathleen A. Patschke

(Name(s) of person(s))

as n/a

(Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or

of n/a

authorized under § 706.05, Wis. Stats.

(Name of party on behalf of whom instrument was executed, if any)

This instrument was drafted by

Michael J. Weaver

Brew Badway

Terry L. Braeger

Notary Public, Wisconsin

My Commission (Expires)

October 18, 2015

Real Estate Mortgage
Page 3 of 3



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

PATSCHKE, KATHLEEN A
1606 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322065500

Document #: 001376739

Tax Districts:

KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
First:	1,110.33
Second:	1,195.00
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>	2,391.19
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,305.33
<u>Amount Paid:</u>	2,305.33
(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
LOT 11 BLK 1

Municipality: CITY OF KAUKAUNA

Property Address: 1606 GREEN BAY RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	0.17	14,300	94,500	108,800
				<hr/>
	0.17	14,300	94,500	108,800
<u>Total Acres:</u>				0.17
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				103,118

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>
12/19/12	831	28.22	0.00	28.22
12/19/12	830	2,277.11	0.00	2,277.11