

Bay Title & Abstract, Inc.

John C. May
President

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Green Bay, WI 54301

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TITLE SEARCH REPORT

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

LR NO. 68579

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 18, 2013 at 12:01 a.m.

LEGAL DESCRIPTION:

All that part of Block A, Private Claim 33, Township Twenty-one (21) North, Range Eighteen (18) East, according to the recorded Assessor's Map of the City of Kaukauna, Outagamie County, Wisconsin, described as follows:

Beginning at the point of intersection of the Southwest boundary line of Private Claim 33 with the South line of the highway known as Plank Road (a street 60 feet in width); thence North 87 deg. 26 min. East, 270 feet along the South line of said Plank Road; thence South 29 deg. 09 min. East, 347 feet to a stake; thence South 49 deg. 45 min. West, 147 feet to the Southwest boundary line of Private Claim 33, and at right angles thereto; thence along the Southwest boundary line of said claim, North 40 deg. 15 min. West, 505 1/2 feet to the place of beginning.

TAX PARCEL NO. 322071400

PROPERTY ADDRESS: 311 Plank Road, Kaukauna, WI 54130

MAILING ADDRESS: 311 Plank Road, Kaukauna, WI 54130

TITLE VESTS:

Keith J. Santkuyl and Terryl A. Santkuyl, husband and wife by virtue of a Warranty Deed dated April 24, 2006 and recorded April 24, 2006 as Doc. No. 1707566.

MORTGAGES:

Mortgage executed by Keith J. Santkuy1 and Terryl A. Santkuy1, husband and wife to Capital Credit Union, in the amount of \$91,396.34, dated January 7, 2010 and recorded January 12, 2010 as Doc. No. 1861652.

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.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

Judgment, Case No. 2010SC003256, docketed in the Clerk of Courts, Outagamie County, Wisconsin on October 13, 2010 at 3:35 PM against Keith J. Santkuy1, 311 Plank Road, Kaukauna, WI 54130 and in favor of Ministry Home Care Services, LLC, 611 Saint Joseph Avenue, Marshfield, WI 54449, in the amount of \$651.58. Attorney for creditor: Timothy J. Kostka.

Judgment, Case No. 2012CV001334, docketed in the Clerk of Courts, Outagamie County, Wisconsin on November 14, 2012 at 1:49 PM against Terryl A. Santkuy1, 311 Plank Road, Kaukauna, WI 54130 and in favor of Affinity Health System, P.O. Box 8006, Appleton, WI 54913 and St. Elizabeth Hospital, Inc., WI, in the amount of \$12,549.90. Attorney for creditor: John M. Heuer.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$3,123.86, less lottery credit of \$85.86, for a balance of \$3,038.00 are DELINQUENT, plus penalty and interest.

Assessments: Land: \$27,600 Improvements: \$113,700 FMV: \$133,921

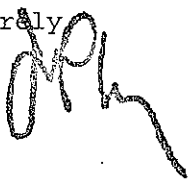
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used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

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

1707566

Recorded
APR. 24, 2006 AT 10:51AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$11.00
Fee Exempt 77.25-(8M)



THIS DEED, made between Keith J. Santkuyl and Terryl A. Santkuyl, husband and wife

("Grantor," whether one or more), and Keith J. Santkuyl and Terryl A. Santkuyl, husband and wife as survivorship marital property

("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):

All that part of Block "A", PRIVATE CLAIM 33, Township Twenty-one North (21N), Range Eighteen East (R18E), according to the recorded Assessor's Map of the City of Kaukauna, Wisconsin, described as follows: Beginning at the point of intersection of the South West Boundary line of Private Claim 33, with the South line of the highway known as Plank Road (a street 60 feet in width) running thence North 87°26' East 270 feet along the south line of said Plank Road, thence South 29°09' East 347 feet to a stake, thence south 49°45' West, 147 feet to the South West boundary line of Private Claim 33, and at right angles thereto, thence along the South West boundary line of said claim North 40°15' West 505-1/2 feet to the place of beginning, containing 1.815 acres or exactly 2 acres when 1/2 of the *

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.

*Plank Road is included, LESS AND EXCEPTING therefrom the premises sold to the City of Kaukauna, as described in Volume 272 of Deeds, Page 448.

Dated April 24, 2006

* (SEAL) Keith J. Santkuyl (SEAL)
* Terryl A. Santkuyl (SEAL)
* Terryl A. Santkuyl (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT DRAFTED BY:

Attorney Bruce Chudacoff

Appleton, Wisconsin 54911

ACKNOWLEDGMENT

STATE OF Wisconsin)
) ss.
Outagamie COUNTY)

Personally came before me on April 24, 2006,
the above-named Keith J. Santkuyl and Terryl A. Santkuyl

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

* Tresa M. Lemmers

Notary Public, State of Wisconsin

My commission (expiration date) 01/25/09

(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

STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

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NUMBER

353141.

This Indenture, Made this 16th day of August, A. D., 1940.

between Charles Vanievenhoven and Rose Vanievenhoven, his wife, and in her own right,

part 16 of the first part, and

City of Kaukauna, a municipal corporation

part Y of the second part.

WITNESSETH, That the said part 16 of the first part, for and in consideration of the sum of

Two Hundred and no/100 (\$200.00) dollars

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Outagamie, and State of Wisconsin, to-wit:

A triangular parcel of land in the northwesterly corner of Block "A" in private Claim thirty-three (33), in the Second Ward of the City of Kaukauna, Outagamie County, Wisconsin, or fully described as follows: Commencing at the intersection of the South line of Private Claim 33 with the center line of the Plank Road as the point of beginning, running thence North 88° 24' East along the center line of said Plank Road 180.7 feet to a point thence South 14° 28' West 174 feet to a point on said Private Claim, thence North 40° 16' West along said Private Claim line 214 feet to the point of beginning, and containing 0.35 acres of land.

In consideration of the foregoing the said parties of the first part for themselves, their successors or assigns, waive any and all right they may have or any claims for damages they may have at this time or that may accrue at any time in the future by reason of the sewage pumping station located adjacent to the above described property and which shall include any rights that may arise for damage or injunction by reason of odors from the same or any connecting pipes thereto or surface water piping located adjacent thereto.

In consideration of the foregoing the said parties of the first part known and understand that the party of the second part contemplates filling the above described parcel of land with city rubbish and the said parties of the first part for themselves, their successors and assigns, covenant and agree that they will waive any and all claims for damage by reason of said filling and arising from odors or other cause and that such waiver shall also include any rights they might have for injunction or otherwise.

The party of the second part agrees that it will fill the lot with clean rubbish and in an orderly manner and when filled to grade will cover the same with earth.

55 U.S. Rev. Stmp.
Attached & Cancelled
2/13/41 C.V.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 16 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said part Y of the second part, and to its heirs and assigns FOREVER.

AND THE SAID Charles Vanievenhoven and Rose Vanievenhoven, his wife,

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part Y of the second part, its heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have herunto set their hands and seals this 16th day of August, A. D., 1940.

Signed and Sealed in Presence of

Emmet W. Rohan
H. F. McAndrews

Charles Vanievenhoven (SEAL)

Rose Vanievenhoven (SEAL)

STATE OF WISCONSIN,
Outagamie } ss.

County.

(SEAL)

Personally came before me, this

16th

day of

August

A. D., 1940.

the above named Charles Vanievenhoven and Rose Vanievenhoven, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for Record this 13th day of

February A. D., 1941, at 2 o'clock P. M.

S. M. Peeters

Register of Deeds.

Deputy.

Seal.

H. F. McAndrews

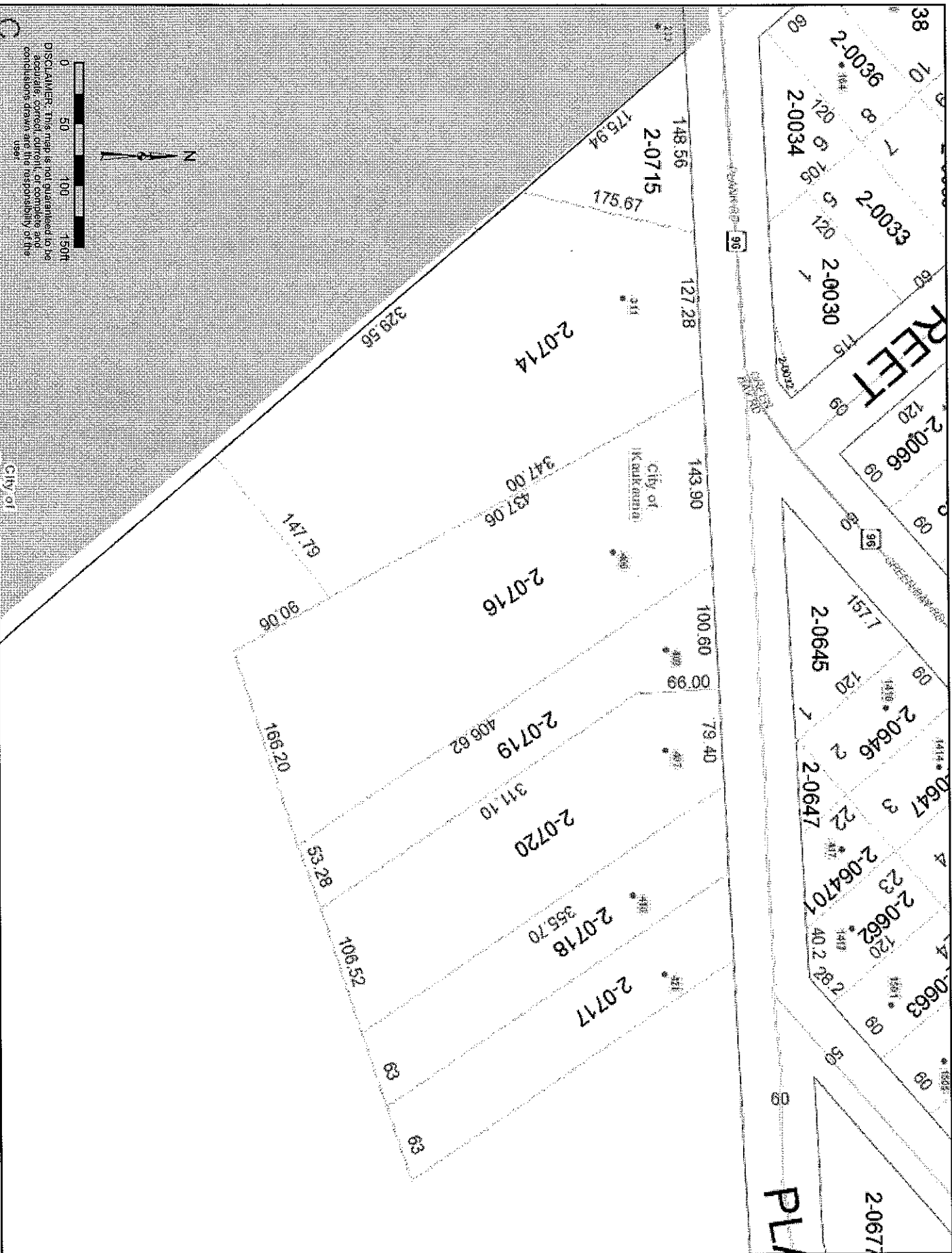
Notary Public,

Outagamie

County, Wis.

My Commission expires Oct. 20,

A. D., 1940.



DISCLAIMER: This map is not guaranteed to be accurate. Errors, omissions and other inaccuracies in this map are the responsibility of the user.

0 50 100 150ft



City of

PL

1861652

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS
124354062

Capital Credit Union
1010 Prospect St.
Kimberly, WI 54136

PARCEL IDENTIFIER NUMBER
322 071400

Recorded
JAN. 12, 2010 AT 09:46AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$47.00
Total Pages 19



47.00
19

[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 January 7th, 2010 together with all Riders to this document.

(B) "Borrower" is
KEITH J SANTKUYL and TERRY A SANTKUYL, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Capital Credit Union

Lender is a Corporation
organized and existing under the laws of State of Wisconsin

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

Form 3050 1/01

Wolters Kluwer Financial Services
VMP®-6(WI) (0811)

Page 1 of 15

Initials:

TS

Lender's address is 1010 Prospect St., Kimberly, WI 54136

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 7th, 2010.

The Note states that Borrower owes Lender

Ninety One Thousand Three Hundred Ninety Six and 34/100 Dollars
(U.S. \$91,396.34) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than February 1st, 2035

(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 checked="" 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]
WHEDA Rider |

(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

PUBLIC RECORDS

of OUTAGAMIE

COUNTY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

All that part of Block "A", PRIVATE CLAIM 33, Township 21 North, Range 18 East, according to the recorded Assessor's Map of the City of Kaukauna, Outagamie County, Wisconsin, described as follows: Beginning at the point of intersection of the South West boundary line Private Claim 33, with the South line of the highway known as Plank Road (a street 60 feet in width) running thence North 87°26' East 270 feet along the South line of said Plank Road, thence South 29°09' East 347 feet to a stake, thence South 49°45' West, 147 feet to the South West boundary line of Private Claim 33, and at right angles thereto, thence along the South West boundary line of said claim North 40°15' West 505.5 feet to the place of beginning, LESS AND EXCEPTING therefrom the premises sold to the City of Kaukauna, as described in Volume 272 of Deeds, Page 448.

which currently has the address of 311 PLANK 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.

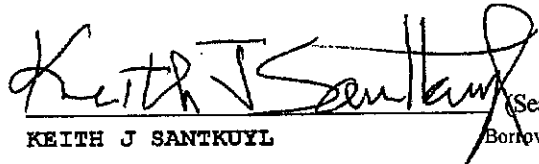
UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

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

[Handwritten signature]
14

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)
KEITH J SANTKUYL
Borrower

 (Seal)
TERRYL A SANTKUYL
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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Civil Judgment(s)

What is RSS? [RSS](#)

Judgment for money

County	Case Number	Case Caption
Outagamie	2010SC003256	Ministry Home Care Services LLC vs. Keith J Santkuyl
Judgment/Lien Date	Total Amount	Warrant Number
09-27-2010	\$ 651.58	
Date and Time Docketed	Service/Event Date	
10-13-2010 at 03:35 pm		

Satisfaction	Judgment Status	Date	Type Of Tax
No			

Property/Remarks

Judgment Parties

Party Type	Name	Dismissed	Status	Address	Attorney Name
Creditor	Ministry Home Care Services LLC	No	Active	611 Saint Joseph Ave, Marshfield, WI 54449	Kostka, Timothy L
Debtor	Santkuyl, Keith J	No	Active	311 Plank Rd, Kaukauna, WI 54130	

Costs / Amounts

Description	Amount
Attorney fee	\$ 50.00
Docketing fee	\$ 5.00
Judgment amount	\$ 500.08
Service	\$ 2.00
Small claims filing fee	\$ 94.50

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Civil Judgment(s)

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Judgment For money

County	Case Number	Case Caption
Outagamie	<u>2012CV001334</u>	St Elizabeth Hospital Inc vs. Terryl A Santkuyl
Judgment/Lien Date	Total Amount	Warrant Number
11-14-2012	\$ 12,549.90	
Date and Time Docketed	Service/Event Date	
11-14-2012 at 01:49 pm		
Satisfaction	Judgment Status	Date
No		Type Of Tax
Property/Remarks		

Judgment Parties

Party Type	Name	Dismissed	Status	Address	Attorney Name
Creditor	Affinity Health System	No	Active	PO Box 8006, Appleton, WI 54913	Heuer, John M
Debtor	Santkuyl, Terryl A	No	Active	311 Plank Rd, Kaukauna, WI 54130	
Creditor	St Elizabeth Hospital Inc	No	Active	WI	Heuer, John M

Costs / Amounts

Description	Amount
Attorney fee	\$ 250.00
Civil filing fee	\$ 265.50
Docketing fee	\$ 5.00
Judgment amount	\$ 11,989.40
Service	\$ 40.00

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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

SANTKUYL, KEITH J & TERRY A
311 PLANK RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322071400
Document #: 001707566
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,477.00
<u>Second:</u>	1,561.00
<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>	3,123.86
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	3,038.00
<u>Amount Paid:</u>	0.00
(View payment history info below)	
<u>Current Balance Due:</u>	3,038.00
<u>Interest:</u>	212.66
<u>Total Due:</u>	3,250.66
	<u>Pay Now</u>

CO-OWNER(S)

PROPERTY DESCRIPTION

SUBD PC #33 ASSES PLT COM CTR PLANK RD 180.7FT E OF W/L
PC33 E ON HY 106.3FT SLY347FT WLY TO W/L PC33 147FT NWLY
ON C/L 291FT NELY174FT TO BEG 1.65AC M/L

Municipality: CITY OF KAUKAUNA
Property Address: 311 PLANK RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	1.65	27,600	113,700	141,300
<hr/>				
	1.65	27,600	113,700	141,300

Total Acres: 1.65
Assessment Ratio: 1.0551
Fair Market Value: 133,921

SPECIAL ASSESSMENT DETAIL

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

DELINQUENT TAX SUMMARY

<u>Year</u>	<u>Current Balance</u>	<u>Interest Due</u>	<u>Total Due</u>
2012	3,038.00	212.66	3,250.66
<hr/>			
	3,038.00	212.66	3,250.66

2012 CITY OF APPLETON PARCELS: If today is before July 31st make payment to the City of Appleton Finance Department, all other parcels are payable to the Outagamie County Treasurer.

Change month of payoff
[Delinquent Tax Calculator](#)

PAYMENT HISTORY

<u>Date</u>	<u>Receipt #</u>	<u>Amount</u>	<u>Interest</u>	<u>Total</u>
-------------	------------------	---------------	-----------------	--------------