

# 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. 68583

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:**

A parcel of land in Block A of Private Claim 33, in Second Ward of the City of Kaukauna, Outagamie County, Wisconsin, described as follows:

Commencing at the intersection of the centerline of Plank Road with the Westerly boundary line of said Private Claim 33; thence North 87 deg. 26 min. East along the centerline of said Plank Road, 649.45 feet to the point of beginning; thence South 34 deg. East, 373.1 feet to the Southerly line of the 4 acre tract of land described in Vol. 215 Deeds, Page 290 of which it is a part; thence North 72 deg. East along said Southerly line, 63 feet; thence North 34 deg. West, 390.7 feet to the center of Plank Road; thence North 87 deg. 26 min. East along the centerline of said Plank Road, 70.55 feet to the point of beginning, being a strip of land 60 feet wide and lying 60 feet Westerly from the Easterly line of said 4 acre tract.

**TAX PARCEL NO.** 322071800

**PROPERTY ADDRESS:** 416 Plank Road, Kaukauna, WI 54130

**MAILING ADDRESS:** 416 Plank Road, Kaukauna, WI 54130

### **TITLE VESTS:**

Eric L. Rusch by virtue of a Warranty Deed dated August 12, 2011 and recorded August 30, 2011 as Doc. No. 1919517.

## **MORTGAGES:**

Mortgage executed by Eric L. Rusch, a single man to Fairway Independent Mortgage Corporation, in the amount of \$93,566.00, dated August 12, 2011 and recorded August 30, 2011 as Doc. No. 1919518.

## **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:**

None of record

## **PROPERTY TAXES:**

The 2012 Real Estate Taxes in the amount of \$2,034.99, less lottery credit of \$85.86, for a balance of \$1,949.13, have been paid.

Assessments: Land \$23,300; Improvements \$69,700; FMV \$88,143

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

THIS DEED, made between Jodi K. Calmes n/k/a Jodi K. Pyke and Ronald Pyke  
wife and husband

("Grantor," whether one or more), and Eric L. Rusch, a single man

("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):

A parcel of land in Block "A" of Private Claim 33, in Second Ward, of the City of Kaukauna, Outagamie County, Wisconsin, more fully described as follows: Commencing at the intersection of the centerline of Plank Road with the Westerly boundary line of said Private Claim 33, thence North 87° 26' East along the centerline of said Plank Road, 649.45 feet to the point of beginning, thence South 34° East, 373.1 feet to the Southerly line of the 4 acre tract of land belonging to Joseph Vanevenhoven and described in Volume 215 of Deeds, Page 290 of which it is a part, thence North 72° East along said Southerly line, 63 feet, thence North 34° West 390.7 feet to the center of Plank Road, thence North 87° 26' East along the centerline of said Plank Road 70.55 feet to the point of beginning, being a strip of land 60 feet wide and lying 60 feet Westerly from the Easterly line of said 4 acre tract of land containing 0.526 acres of land.

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements, recorded restrictions and covenants, and general taxes for 2011 and thereafter.

Dated August 12, 2011

Jodi K. Pyke  
\* Jodi K. Calmes n/k/a Jodi K. Pyke

(SEAL)

Ronald L. Pyke  
\* Ronald Pyke

(SEAL)

(SEAL)

(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 Paul Karas  
4110936

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
WINNEBAGO COUNTY )

Personally came before me on August 12, 2011,  
the above-named Jodi K. Calmes n/k/a Jodi K. Pyke and  
Ronald Pyke

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

Richard F. Von Grieson  
\* Richard F. Von Grieson  
Notary Public, State of WISCONSIN

My commission (is permanent) (expires: 12/4/12)

(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

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\*Type name below signatures.

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Document #: **1919517**

Date: **08-30-2011** Time: **3:24 PM** Pages: **1**

Fee: **\$30.00** County: **OUTAGAMIE** State: **WI**

Transfer Fee: **\$288.00**

**JANICE FLENZ**

**REGISTER OF DEEDS**

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

Recording Area

Name and Return Address

**Eric L. Rusch**  
**416 Plank Road**  
**Kaukauna, WI 54130**

**322-0718-00**

Parcel Identification Number (PIN)

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

## WARRANTY DEED

STATE OF WISCONSIN—Form No. 1.

Section 2214a Revised Statutes

NUMBER  
261355

This Indenture, Made this 30th day of October, A. D. 1928  
 between Charles P. Weigmann and Rose Weigmann his wife of Kaukauna Wis  
Joseph Canevenhoven and Mary Canevenhoven his wife or the survivors of them  
 part 1st of the first part, and  
 part 2nd of the second part,

WITNESSETH, That the said part 1st of the first part for and in consideration of the sum of  
One and 40/100  
 to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, have  
 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 part 2nd of the second part, their heirs and assigns forever, the following described real estate, situated in the County of  
Ottawa and State of Wisconsin, to-wit:

Part of Private Claim 33 in the second ward, city of Kaukauna, Wisconsin  
and more fully described in Vol. 142 of Deeds page 26 Ottawa County records

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim  
 or demand whatsoever, of the said part 1st 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 2nd of the second part, and  
 to their heirs and assigns FOREVER.

AND THE SAID Charles P. Weigmann and Rose Weigmann his wife  
for themselves as their heirs, executors and administrators, do covenant, grant, bargain, and agree to and  
 with the said part 2nd of the second part, their heirs and assigns; that at the time of the executing and delivery of these presents  
they are well seised 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 2nd of the second part, their 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 part 1st of the first part have hereunto set their hand and seal, this  
30th day of October, A. D. 1928.

SIGNED AND SEALED IN PRESENCE OF

J. I. MulhollandC. Douglas ParoskyCharles P. WeigmannRose Weigmann

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,

Ottawa County,

Personally came before me, this

30th

day of

OctoberA. D. 1928.

the above named

Charles P. Weigmann and Rose Weigmann, his wife

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

Received for record this

31

day

of Oct, A. D. 1928, at 8 o'clock A. M.and recorded in Vol. 215 of Deeds, on Page 290W. R. K.

Register of Deeds.

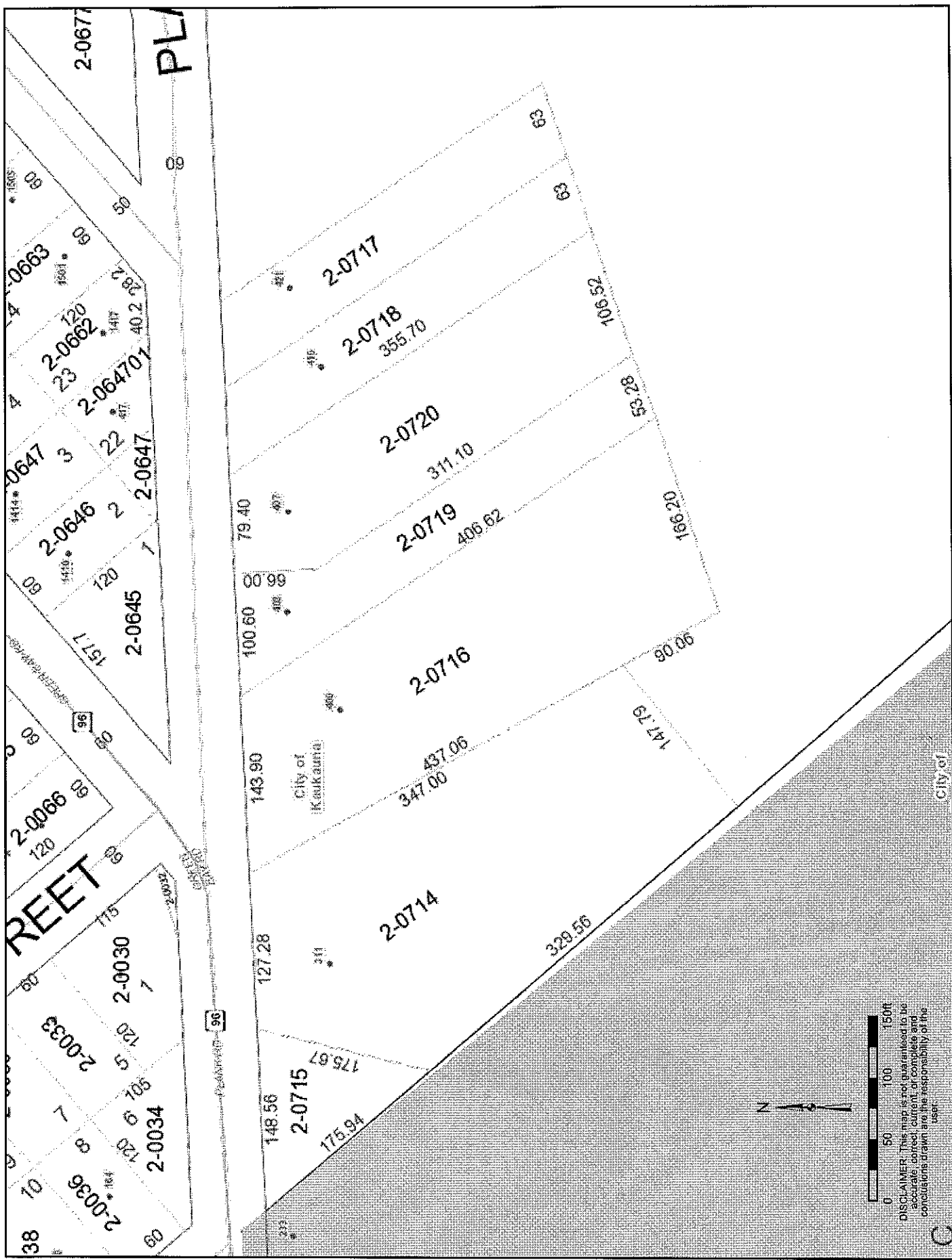
Deputy.



Notary Public,

My Commission expires

Aug 2A. D. 1931



REET

PLA



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

C

# PURCHASE MONEY MORTGAGE

DOCUMENT NUMBER

**JANICE FLENZ**  
**REGISTER OF DEEDS**

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

NAME & RETURN ADDRESS  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

6652 PINECREST DRIVE, SUITE 200  
PLANO, TX 75024

PARCEL IDENTIFIER NUMBER  
322-0718-00

[Space Above This Line For Recording Data]

ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY IS PAID FOR  
WITH THE MONEY LOANED.

State of Wisconsin

FHA Case No.

581-4273867-703

MIN 100392493060002046

THIS MORTGAGE ("Security Instrument") is given on AUGUST 12, 2011  
The Mortgagor is  
ERIC L. RUSCH, A SINGLE MAN

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"),  
(solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is  
organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026,  
Flint, MI 48501-2026, tel. (888) 679-MERS.  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

("Lender") is organized and existing under the laws of THE STATE OF TEXAS, and  
has an address of 6652 PINECREST DRIVE, SUITE 200, PLANO, TX 75024  
Borrower owes Lender the principal sum of  
NINETY THREE THOUSAND FIVE HUNDRED SIXTY SIX & NO/100

Dollars (U.S. \$93,566.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2041.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and  
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced

581-4273867-703

30610410

FHA Wisconsin Mortgage with MERS - 4/96  
VMP®-4N(WI) (0305).01

Walters Kluwer Financial Services  
Page 1 of 8

Amended 2/01  
Initials: ER

under paragraph 7 to protect the security of this Security Instrument; and (c) 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in **OUTAGAMIE** County, Wisconsin:  
**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

which has the address of **416 PLANK ROAD**  
**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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

**581-4273867-703**

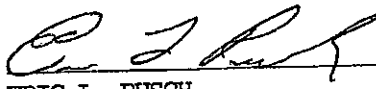
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**30610410**

Initials: **ER**

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
ERIC L. RUSCH (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

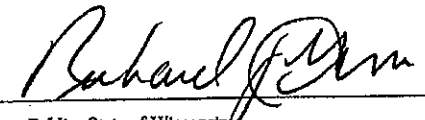
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF WISCONSIN, WINNEBAGO County ss:

The foregoing instrument was acknowledged before me this August 12, 2011 by  
ERIC L. RUSCH

My Commission Expires: 11/4/12

  
Notary Public, State of Wisconsin  
Richard J. Van Grinsven



This instrument was prepared by:  
DENNIS P. SCHWARTZ  
SCHWARTZ & ASSOCIATES  
1446 HERITAGE DRIVE  
MCKINNEY, TEXAS 75069  
972-562-1966

581-4273867-703

30610410

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## Legal Description

A parcel of land in Block "A" of Private Claim 33, in Second Ward, of the City of Kaukauna, Outagamie County, Wisconsin, more fully described as follows:  
Commencing at the intersection of the centerline of Plank Road with the Westerly boundary line of said Private Claim 33, thence North  $87^{\circ} 26'$  East along the centerline of said Plank Road, 649.45 feet to the point of beginning, thence South  $34^{\circ}$  East, 373.1 feet to the Southerly line of the 4 acre tract of land belonging to Joseph Vanevenhoven and described in Volume 215 of Deeds, Page 290 of which it is a part, thence North  $72^{\circ}$  East along said Southerly line, 63 feet, thence North  $34^{\circ}$  West 390.7 feet to the center of Plank Road, thence North  $87^{\circ} 26'$  East along the centerline of said Plank Road 70.55 feet to the point of beginning, being a strip of land 60 feet wide and lying 60 feet Westerly from the Easterly line of said 4 acre tract of land containing 0.526 acres of land.

For informational purposes only:  
Tax Roll Parcel Number: 322-0718-00

Address: 416 Plank Road  
Kaukauna, WI 54130



## 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

RUSCH, ERIC L  
416 PLANK RD  
KAUKAUNA, WI 541300000

### PROPERTY INFORMATION

Parcel ID: 322071800  
Document #: 001919517  
Tax Districts:  
KAUKAUNA SCHOOL  
FOX VALLEY TECH  
HEART OF VALLEY

### TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	932.13
<u>Second:</u>	1,017.00
<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>	2,034.99
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	1,949.13
<u>Amount Paid:</u>	1,949.13
(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

SUBD PC #33 ASSES PLT COM INTRS C/L PLANK RD & W/BDRY/L  
PC33 N87D E ALG C/L RD 649.45 FT TO BEG S34D E373.1FT S72D  
W63FT N34D W390.7FT TO C/L RD N87D E70.55FT TO BEG .53AC  
M/L

Municipality: CITY OF KAUKAUNA  
Property Address: 416 PLANK RD

### LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	0.53	23,300	69,700	93,000
<hr/>				
	0.53	23,300	69,700	93,000

Total Acres: 0.53  
Assessment Ratio: 1.0551  
Fair Market Value: 88,143

### 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	4043	1,949.13	0.00	1,949.13