

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. 68599

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:

Lot One (1) of Certified Survey Map No. 6518, recorded in Vol. 38 Certified Survey Maps, Page 6518, as Doc. No. 1960045; being all of Lot Nine (9), Block One (1), according to the recorded Berker's Floral Plat and part of Block "B" of Private Claim 34, in the City of Kaukauna, Outagamie County, Wisconsin.

TAX PARCEL NO. 322073200

PROPERTY ADDRESS: 200-204 Plank Rd., Kaukauna, WI 54130

MAILING ADDRESS: N2335 W. Frontage Rd., Kaukauna, WI 54130

TITLE VESTS:

Jon Huss and Jodi A. Huss, husband and wife by virtue of a Warranty Deed dated September 25, 2010 and recorded November 4, 2010 as Doc. No. 1892107.

MORTGAGES:

Mortgage executed by Jon G. Huss a/k/a Jon Huss and Jodi A. Huss, husband and wife to East Wisconsin Savings Bank in the amount of \$1,264,000.00, dated June 21, 2012 and recorded June 26, 2012 as Doc. No. 1950068.

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.

Deed to the City of Kaukauna recorded in Vol. 386 Records, Page 583 as Doc. No. 430687.

Matters contained on Berker's Floral Plat recorded in Vol. 17 Plats, Page 43 as Doc. No. 517167.

Matters contained on Map recorded in Vol. 38 Certified Survey Maps, Page 6518 as Doc. No. 1960045.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

PROPERTY TAXES:

The 2012 Real Estate Taxes in the amount of \$2,941.98, have been paid.

Assessments: Land: \$130,500 Improvements: \$0 FMV: \$123,685

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

1892107

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

Recorded
 November 04, 2010 12:14 PM
 OUTAGAMIE COUNTY
 JANICE FLENZ
 REGISTER OF DEEDS
 Fee Amount: \$30.00
 Transfer Fee: \$450.00
 Total Pages: 2

THIS DEED, made between James L. Huss

("Grantor," whether one or more), and Jon Huss and Jodi A. Huss,
 husband and wife

("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):
 See attached legal description.

Recording Area

Name and Return Address

Jon Huss

N2335 W. Frontage Rd
Kaukauna WI 54130

322 089600 and 322 073200

Parcel Identification Number (PIN)

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

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.

Dated September 25, 2010

_____(SEAL) James L. Huss _____(SEAL)
 * James L. Huss

_____(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 Larry LiebzeitAppleton, Wisconsin 54911**ACKNOWLEDGMENT**

STATE OF Wisconsin)
) ss.

OUTAGAMIE COUNTY)

Personally came before me on September 25, 2010,
 the above-named James L. Huss

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

* Alan J. Cameron
 Notary Public, State of Wisconsin

My commission (is permanent) (expires: 02/16/2014)

(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.

© State Bar of Wisconsin 2003

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Parcel 1:

All of Block "B" of Private Claim 34, less the Northwest 270 feet thereof conveyed to Gustav Boettcher in the City of Kaukauna, according to the Assessor's Plat of Kaukauna of 1890. Said Northwest 270 feet of said Block "B" being all that part of said Block "B" lying Northwest of a line drawn parallel to and 300 feet distant from the center of Lawe Street. Said Block "B" is also described as Lot "B" of said Private Claim 34.

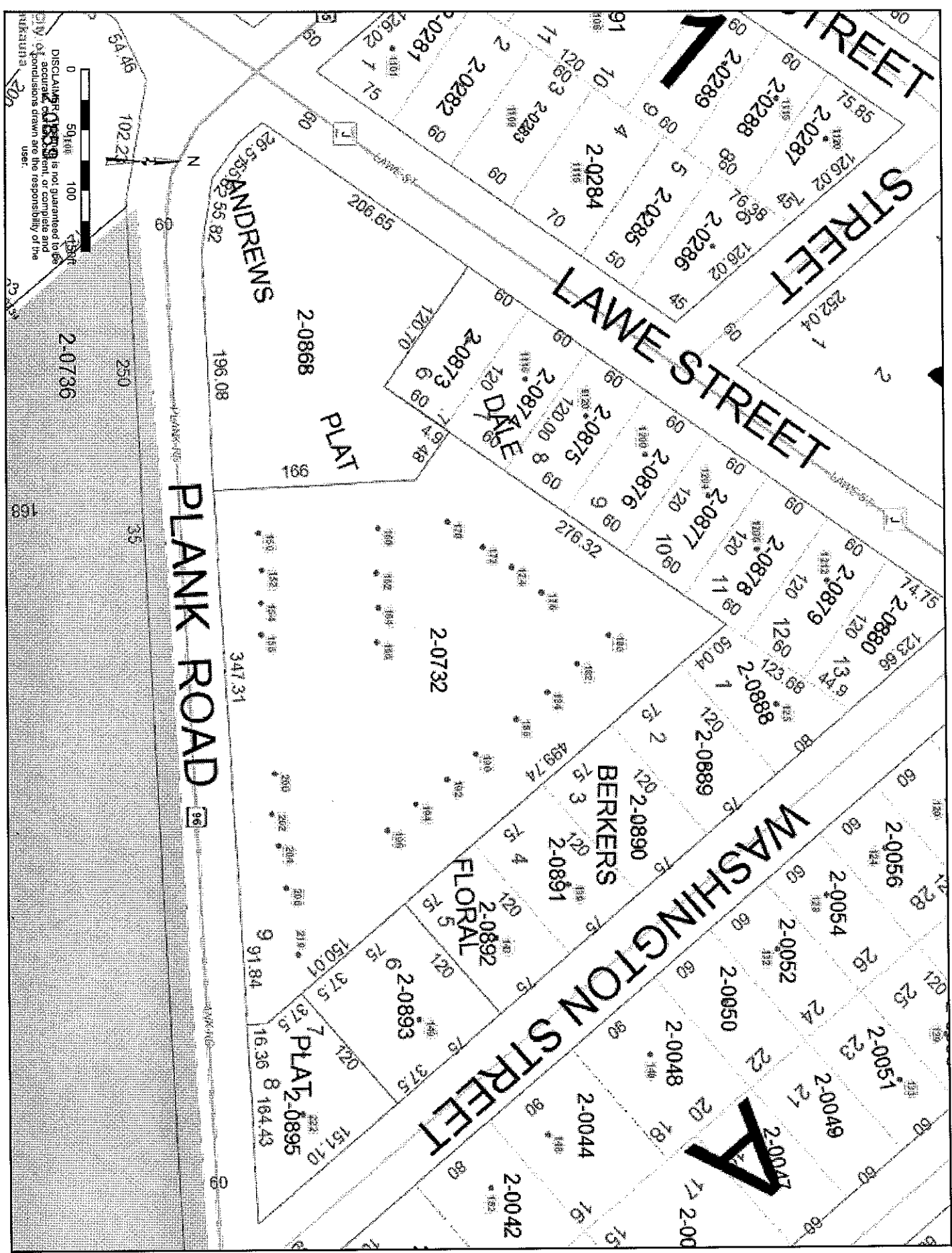
AND

A parcel of land lying the Northwest 270 feet of Block "B", in Private Claim 34, according to the Assessor's Plat of the City of Kaukauna of 1890, and more fully described as follows:

Commencing at the Northerly corner of said Block "B", said corner being the point of intersection of the Southerly line of Lawe Street, with the Northerly line of Private Claim 34, thence South $40^{\circ}16'$ East along the Easterly line of said Block "B" 123.9 feet to the point of beginning; thence continuing South $40^{\circ}16'$ East along the Easterly line of Block "B" 154.9 feet, thence South $35^{\circ}20'$ West along a line parallel to and 270 feet from the Southerly line of Lawe Street, 524 feet to the Northerly line of the Plank Road, thence North $2^{\circ}40'$ West on a line at right angles to the Plank Road, 166 feet; thence North $54^{\circ}40'$ West on a line perpendicular to Lawe Street, 47 feet; thence North $35^{\circ}20'$ East along a line parallel to and 120 feet from the Southerly line of Lawe Street, 430 feet to the point of beginning. EXCEPTING from the above described premises Berker's Floral Plat, City of Kaukauna, Outagamie County, Wisconsin.

Parcel 2:

All of Lot Nine (9), Block One (1), Berker's Floral Plat, City of Kaukauna, Outagamie County, Wisconsin.



DISCLAIMER: This map is not guaranteed to be accurate, complete, or correct. The user assumes all responsibility for the use of this map.

2-0736

PLANK ROAD

347.31

7 PLAT 2-0895

PLAT

2-0868

ANDREWS STREET

WASHINGTON STREET

BERKERS

FLORAL

LAW STREET

STREET

STREET

Section 235.16, Wisconsin Statutes

VOL 386 PAGE 583
A. D. 1950

This Indenture, Made this 1st day of August

between John Berkers and Veronica Berkers, his wife,

part 1ES of the first part, and

The City of Kaukauna, a Municipal Corporation, located in Outagamie

County, Wisconsin

part Y of the second part,

Witnesseth, That the said part 1ES of the first part, for and in consideration of the sum of

One (\$1.00) Dollar and other good and valuable consideration

to them in hand paid by the said part Y 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 part Y 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 parcel of land in Lot "B" of Private Claim 34, Second Ward, City of Kaukauna, Outagamie County, Wisconsin, more fully described as follows, to-wit:- Commencing at a point on the Southeasterly line of Lawe Street at the Northerly corner of said Lot "B", thence S 40 degrees 45' E, on and along the Northeasterly line of Lot "B", 123.70 feet to the point of beginning; thence continuing S 40 degrees 45' E, on and along the Northeasterly line of Lot "B", 674.43 feet to a point in the North line of Plank Road; thence S 87 degrees 20' W, on and along the North line of Plank Road, 38.11 feet to a point; thence N 40 degrees 45' W, 647.40 feet to a point; thence N 35 degrees 14' E, 30.92 feet to the point of beginning, containing 0.46 acres, more or less.

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 1ES 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 John Berkers and Veronica Berkers, his wife,

for 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 part 1ES of the first part have hereunto set their hands and seals this 1st day of August, A. D. 1950.

SIGNED AND SEALED IN PRESENCE OF

H. F. McAndrews
Dolores Van Lanen
Dolores Van Lanen

John Berkers

Veronica Berkers

John Berkers

Veronica Berkers

VOL 386 pt 584
State of Wisconsin,

Outagamie

County.

Personally came before me, this 1st day of August A.D., 1950.

the above named John Berkens and Veronica Berkens, his wife,

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

H. F. McAndrews

Notary Public Outagamie

County, Wis.

My commission expires Oct. 6

A.D. 1952

NO. A30684

John Berkens & wf.

TO

The City of Kaukauna

Premises

Warranty Deed

This instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,

State of Wisconsin,

OUTAGAMIE

County.

Received for Record this 8 day of Aug. A.D. 1950.

at 2:30 o'clock P.M., and recorded in Vol. 386 of Deeds, on page 583.

M. J. Oetters

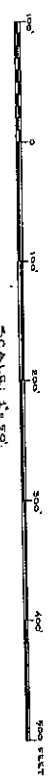
Register of Deeds.

Deputy.

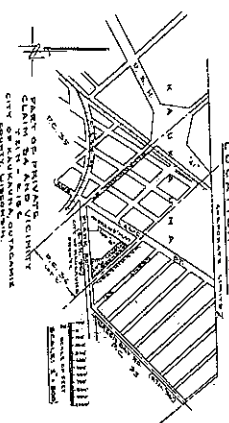
City Clerk of Kaukauna

BECKER'S FLORAL PLAT

BEING PART OF LOT 15, PRIVATE CLAIM 34, CITY OF KAUKAUNA, T21N, R18E, OUTAGAMIE COUNTY, WISCONSIN



SCALE: 1"=50'



SURVEYOR'S CERTIFICATE

OUTAGAMIE COUNTY, WISCONSIN
 I, DONALD R. MAHO, Surveyor of Outagamie County, Wisconsin, do hereby certify that the above described land is a part of Lot 15, Private Claim 34, City of Kaukauna, T21N, R18E, Outagamie County, Wisconsin, and that the same is being surveyed and platted for the purpose of subdividing the same into lots for the purpose of sale or lease. The survey was made by me or under my direction and supervision, and the same is true and correct according to the best of my knowledge and belief.



SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
 I, DONALD R. MAHO, Surveyor of Outagamie County, Wisconsin, do hereby certify that the above described land is a part of Lot 15, Private Claim 34, City of Kaukauna, T21N, R18E, Outagamie County, Wisconsin, and that the same is being surveyed and platted for the purpose of subdividing the same into lots for the purpose of sale or lease. The survey was made by me or under my direction and supervision, and the same is true and correct according to the best of my knowledge and belief.



LOT 15, PRIVATE CLAIM 34, CITY OF KAUKAUNA, T21N, R18E, OUTAGAMIE COUNTY, WISCONSIN

City Clerk
 State of Wisconsin
 Outagamie County
 Kaukauna, Wis.
 I hereby certify that the above described land is a part of Lot 15, Private Claim 34, City of Kaukauna, T21N, R18E, Outagamie County, Wisconsin, and that the same is being surveyed and platted for the purpose of subdividing the same into lots for the purpose of sale or lease. The survey was made by me or under my direction and supervision, and the same is true and correct according to the best of my knowledge and belief.

Notary Public
 State of Wisconsin
 Outagamie County
 Kaukauna, Wis.
 I hereby certify that the above described land is a part of Lot 15, Private Claim 34, City of Kaukauna, T21N, R18E, Outagamie County, Wisconsin, and that the same is being surveyed and platted for the purpose of subdividing the same into lots for the purpose of sale or lease. The survey was made by me or under my direction and supervision, and the same is true and correct according to the best of my knowledge and belief.

REGISTERED OFFICE
 Outagamie County, Wis.
 Kaukauna, Wis.
 I hereby certify that the above described land is a part of Lot 15, Private Claim 34, City of Kaukauna, T21N, R18E, Outagamie County, Wisconsin, and that the same is being surveyed and platted for the purpose of subdividing the same into lots for the purpose of sale or lease. The survey was made by me or under my direction and supervision, and the same is true and correct according to the best of my knowledge and belief.

Janice Ulenz
Janice Ulenz, Register of Deeds

30.00
⑦

Page 6518 (Three Pages)

McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmahon.com

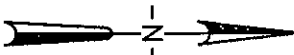
DRAFTED BY: MARTY ABING

CERTIFIED SURVEY MAP NO. 6518
ALL OF LOT 9, BLOCK 1, BERKERS' FLORAL PLAT, AND PART OF BLOCK B OF PRIVATE CLAIM NO. 34,
CITY OF KAUKAUNA OUTAGAMIE COUNTY, WISCONSIN.

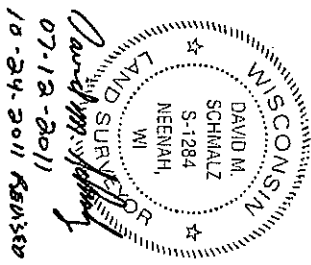
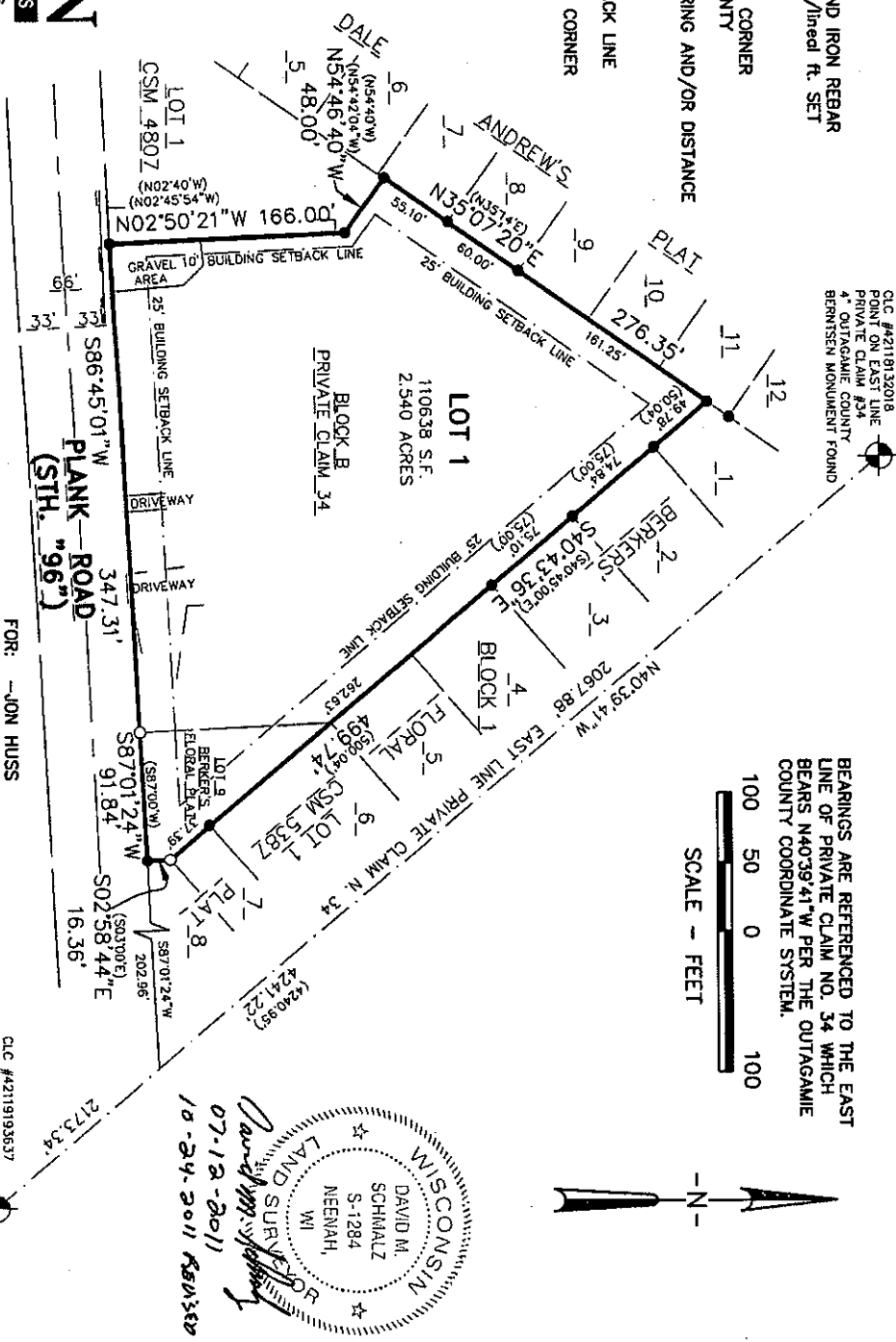
PAGE 1 OF 3

BEARINGS ARE REFERENCED TO THE EAST
LINE OF PRIVATE CLAIM NO. 34 WHICH
BEARS N40°39'41"W PER THE OUTAGAMIE
COUNTY COORDINATE SYSTEM.

SCALE - FEET
100 50 0 100



- LEGEND**
- 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
 - 1" PIPE FOUND
 - ⊙ CERTIFIED LAND CORNER OUTAGAMIE COUNTY
 - () RECORDED BEARING AND/OR DISTANCE
 - SQUARE FEET
 - BUILDING SETBACK LINE
 - CERTIFIED LAND CORNER



FOR: -JON HUSS

-N2335 WEST FRONTAGE ROAD
-KAUKAUNA, WI 54130

C.L.C. #42118132018
POINT ON EAST LINE
PRIVATE CLAIM #34
2" USED MARKER FOUND

dwoelz W:\PROJECTS\H1007\900465\04\Huss CSM.dwg 09/13/11 1:34 PM

CERTIFIED SURVEY MAP NO. 6518

PAGE 2 OF 3

ALL OF LOT 9, BLOCK 1, BERKERS' FLORAL PLAT, AND PART OF BLOCK B OF
PRIVATE CLAIM NO. 34, CITY OF KAUKAUNA OUTAGAMIE COUNTY, WISCONSIN.

I, David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Lot 9, Block 1, Berkers' Floral Plat, and part of Block B of Private Claim No. 34, City of Kaukauna Outagamie County, Wisconsin, containing 110,638 square feet (2.540 acres) of land and more particularly described as follows:

Commencing at a Outagamie County Certified Land Corner #42119193637 located on the East line of Private Claim No. 34; Thence N40°39'41"W, 2173.34 feet along the East line of said Private Claim No. 34; Thence S87°01'24"W, 202.96 feet along the extended South line of Lot 8, Block 1, Berkers' Floral Plat and the North right-of-way line of Plank Road (S.T.H. "96") to the Southeast corner of Lot 9, Block 1, of said Berkers' Floral Plat and the Point of Beginning; Thence continue S87°01'24"W (recorded as S87°00'W), 91.84 feet along the South line of said Lot 9 to the Southwest corner thereof; Thence S86°45'01"W, 347.31 feet along the South line of Block B, Private Claim No. 34 and the North right-of-way line of Plank Road (S.T.H. "96") to the Southeast corner of Lot 1 of Certified Survey Map No. 4807; Thence N02°50'21"W (recorded as N02°45'54"W & N02°40'W) 166.00 feet along the East line of said Lot 1 to a Northeast corner thereof; Thence N54°46'40"W (recorded as N54°42'04"W & N54°40'W), 48.00 feet along the East line of said Lot 1 to the Southeast line of Lot 7 Dale Andrew's Plat; Thence N35°07'20"E (recorded as N35°14'E), 276.35 feet along the Southeasterly line of Lots 7 thru 11 Dale Andrew's Plat to the most Westerly corner of Lot 1, Block 1, Berkers' Floral Plat; Thence S40°43'36"E, 499.74 feet (recorded as S40°45'E, 500.04 feet) along the Southwesterly line of Lots 1 thru 7, Block 1, Berkers' Floral Plat to the Northwest corner of Lot 8, Block 1, Berkers' Floral Plat; Thence S02°58'44"E (S03°00'E), 16.36 feet along the East line of said Lot 9 to the Point of Beginning;

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and the City of Kaukauna Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this 12th day of July, 2011.
Revised 10-24-2011

David M. Schmalz
 David M. Schmalz, Reg. WI Land Surveyor S-1284

NOTES:

- THIS CERTIFIED SURVEY MAP IS ALL OF PARCEL IDENTIFICATION Nos.
32-2-0732-00 & 32-2-0896-00.
- THE PROPERTY OWNER OF RECORD IS: JON & JODI A. HUSS
- THIS CERTIFIED SURVEY MAP IS WHOLLY CONTAINED WITHIN LANDS DESCRIBED IN
DOCUMENT NO. 1892107.

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

Susan J. Duda 9/21/12
 City Treasurer Date
 Susan J. Duda

Dina M. Mumford 9-21-12
 County Treasurer Date
 Dina M. Mumford

CERTIFIED SURVEY MAP NO. 6518

PAGE 3 OF 3

ALL OF LOT 9, BLOCK 1, BERKERS' FLORAL PLAT, AND PART OF BLOCK B OF
PRIVATE CLAIM NO. 34, CITY OF KAUKAUNA OUTAGAMIE COUNTY, WISCONSIN.OWNER'S CERTIFICATE

Jon & Jodi A. Huss, As Owners, We hereby certify that we caused the land described on this plot to be surveyed, divided and mapped as represented on this Certified Survey Map. Dated this 26th day of October, 2011.

Jon Huss
Jon Huss

[Signature]
Witness

Jodi A. Huss
Jodi A. Huss

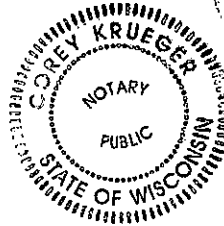
[Signature]
Witness

State of Wisconsin)
)ss
Outagamie County

Personally appeared before me on the 26th day of October, 2011, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

[Signature]
Notary Public

Outagamie County, WI
My commission expires 3-4-12

CITY OF KAUKAUNA APPROVAL:

This Certified Survey Map has been reviewed and accepted by the City of Kaukauna, Outagamie County on this 2nd day of August, 2011.

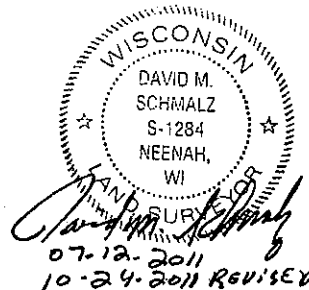
Eugene J. Rosin 8/21/12
Eugene J. Rosin (Mayor) Date

STATE OF WISCONSIN

)ss
COUNTY OF OUTAGAMIE

I, Susan J. Duda of the City of Kaukauna, Outagamie County do hereby certify that the Common Council of the City of Kaukauna passed Resolution Number 3759 on August 2, 2011, authorizing me to issue a certificate of approval of this Certified Survey Map, upon satisfaction of certain conditions, and I do also, being the duly elected, qualified and acting clerk hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED ON THE 2nd day of August, 2011.

Dated 9/21/12
Susan J. Duda
Susan J. Duda (City Clerk)



1950068

Recorded
June 26, 2012 1:54 PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$30.00
Total Pages: 5



Return Address: East Wisconsin Savings Bank SA
109 W 2nd Street
Kaukauna WI, 54130

Parcel Number: 322-073200 & 322-089600

MORTGAGE

(With Future Advance Clause)

- ☒ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

(5)

State of Wisconsin

Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is June 21, 2012 and the parties and their addresses are:

MORTGAGOR: Jon G. Huss,
a/k/a Jon Huss, Husband
598 Cornrow Ln
Combined Locks, WI 54113-1415

Jodi A. Huss,
Wife
598 Cornrow Ln
Combined Locks, WI 54113-1415

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: East Wisconsin Savings Bank SA
109 W 2nd Street
Kaukauna, WI 54130

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
Refer to Exhibit A which is attached hereto and made a part hereof.

The property is located in OUTAGAMIE County at
(County)
204 Plank Rd. Kaukauna Wisconsin 54130
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 1,264,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

REAL ESTATE NOTE dated 6/21/2012 for \$1,264,000.00

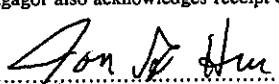
[Handwritten signature] (page 1 of 4)

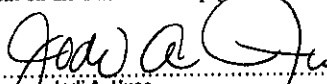
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
- ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☒ **Escrow.** If checked, an escrow account will be used for the Property's: estimated annual real estate taxes and assessments; property or hazard insurance premiums; flood insurance premiums, if any; leasehold payments or ground rents, if any; and private mortgage insurance premiums, if any. On demand, Mortgagor will pay to Lender any additional sums required to fully pay these escrow obligations when due. Lender will pay these escrow obligations when due and may commingle escrowed funds with Lender's general funds.
- ☐ **Additional Terms.**

N/A

SIGNATURES: By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 06/21/2012 [Seal]
(Signature) Jon G. Huss (Date)

 06/21/2012 [Seal]
(Signature) Jodi A. Huss (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF Wisconsin, COUNTY OF Outagamie } ss.
This instrument was acknowledged before me this 21st day of June, 2012
by Jon G. Huss and Jodi A. Huss
My commission expires: 01/24/2016
(Seal)

(Notary Public)  Matthew Rohde

The instrument was drafted by Bonnie Nabbefeld for East Wisconsin Savings Bank SA (name and address).

Exhibit A

Addendum to Real Estate Mortgage dated June 21, 2012 from
Jon G. Huss and Jodi A. Huss.

Legal Description:

Parcel 1:

All of Block "B" of Private Claim 34, less the Northwest 270 feet thereof conveyed to Gustav Boettcher in the City of Kaukauna, according to the Assessor's Plat of Kaukauna of 1890. Said Northwest 270 feet of said Block "B" being all that part of said Block "B" lying Northwest of a line drawn parallel to and 300 feet distant from the center of Lawe Street. Said Block "B" is also described as Lot "B" of said Private Claim 34.

AND

A parcel of land lying in the Northwest 270 feet of Block "B", in Private Claim 34, according to the Assessor's Plat of the City of Kaukauna of 1890, and more fully described as follows: Commencing at the Northerly corner of said Block "B", said corner being the point of intersection of the Southerly line of Lawe Street, with the Northerly line of Private Claim 34, thence South 40° 16' East along the Easterly line of said Block "B" 123.9 feet to the point of beginning; thence continuing South 40° 16' East along the Easterly line of Block "B" 154.9 feet, thence South 35° 20' West along a line parallel to and 270 feet from the Southerly line of Lawe Street, 524 feet to the Northerly line of the Plank Road, thence North 2° 40' West on a line at right angles to the Plank Road, 166 feet; thence North 54° 40' West on a line perpendicular to Lawe Street, 47 feet, thence North 35° 20' East along a line parallel to and 120 feet from the Southerly line of Lawe Street, 430 feet to the point of beginning. EXCEPTING from the above described premises Berker's Floral Plat, City of Kaukauna, Outagamie County, Wisconsin.

Parcel 2:

All of Lot Nine (9), Block One (1), Barker's Floral Plat, City of Kaukauna, Outagamie County, Wisconsin.



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

HUSS, JON & JODI A
N2335 W FRONTAGE RD
KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322073200
Document #: 001892107
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,471.98
<u>Second:</u>	1,470.00
<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>	2,941.98
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	0.00
<u>Net Tax Due:</u>	2,941.98
<u>Amount Paid:</u>	2,941.98
(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 #34 ASSES PLT LOT B LESS DALE ANDREW PLAT & LESS
SOLD CITY & BERKERS FLORAL PLT

Municipality: CITY OF KAUKAUNA
Property Address: 200/204 PLANK RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G2	3.14	130,500	0	130,500
	3.14	130,500	0	130,500
<u>Total Acres:</u>				3.14
<u>Assessment Ratio:</u>				1.0551
<u>Fair Market Value:</u>				123,685

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	3495	2,941.98	0.00	2,941.98