

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. 68602

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:

Part of Private Claim Number Three (3) in the City of Kaukauna, Outagamie County, Wisconsin, described as follows:

Commencing at the intersection of the line between Claim Number Three (3) and Thirty-three (33) with the center of the Green Bay Road; thence North 40 deg. East along the center of said Green Bay Road 3 chains and 41 links; thence South 40 deg. East parallel with the Southwest line of Private Claim 3, 12 chains and 82 links; thence South 50 deg. West 3 chains and 25 links to the Southwest line of Private Claim 3; thence North 40 deg. West along the line of said Claim 3, 11 chains and 80 links to the place of beginning.

TAX PARCEL NO. 322089700

PROPERTY ADDRESS: 1910 Green Bay Rd., Kaukauna, WI 54130

MAILING ADDRESS: 1910 Green Bay Rd., Kaukauna, WI 54130

TITLE VESTS:

Jason J. Fox and Shelli K. Fox f/k/a Shelli K. Riemer, husband and wife by virtue of a Warranty Deed dated July 24, 2013 and recorded August 1, 2013 as Doc. No. 1993433.

MORTGAGES:

Mortgage executed by Jason J. Fox and Shelli K. Fox f/k/a Shelli K. Riemer, husband and wife to East Wisconsin Savings Bank SA in the amount of \$217,000.00, dated July 26, 2013 and recorded August 1, 2013 as Doc. No. 1993434.

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 \$2,228.86, less lottery credit of \$85.86 for a balance of \$2,143.00, have been paid.

Assessments:	Land: \$32,200	Improvements: \$69,400	FMV: \$96,294
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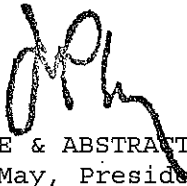
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used 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,

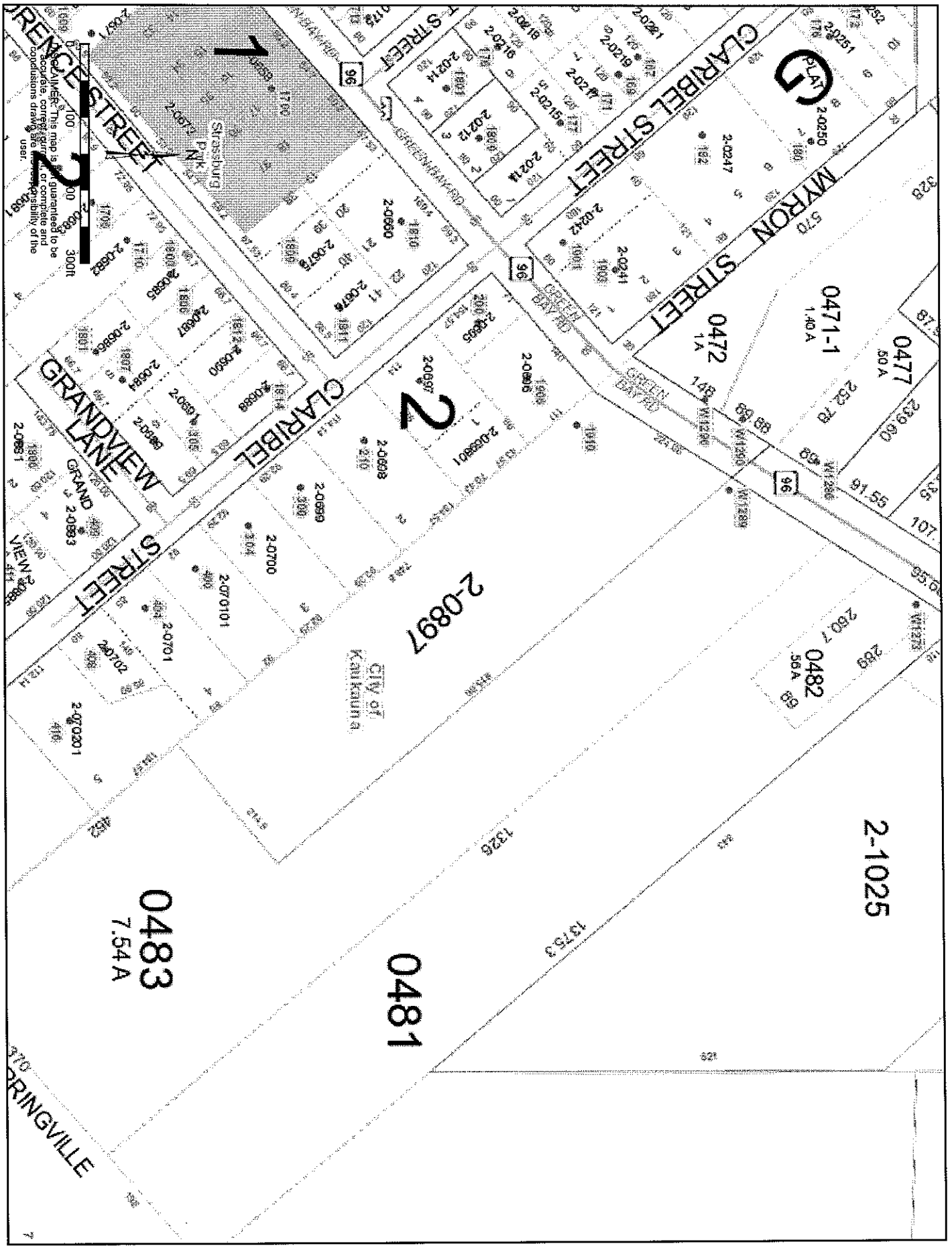


BAY TITLE & ABSTRACT, INC.
John C. May, President

Recorded
August 01, 2013 2:38 PM
OUTAGANIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS
Fee Amount: \$30.00
FEE EXEMPT 77.25-(17)
Total Pages: 1



* Type name below signatures.



2-1025

0481

0483
7.54A

1993434

Recorded
August 01, 2013 2:38 PM
OUTAGAMIE COUNTY
SARAH R VAN CAMP
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: 322-089700

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.

State of Wisconsin

Space Above This Line For Recording Data

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is July 26, 2013 and the parties and their addresses are:

MORTGAGOR: Jason J Fox,
Husband
1910 Green Bay Rd
Kaukauna, WI 54130

Shelli K Fox,
f/k/a Shelli K. Riemer, Wife
1910 Green Bay Rd
Kaukauna, WI 54130

- ☐ 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)
1910 Green Bay Rd Kaukauna Wisconsin 54130-1283
(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 \$ 217,000.00. 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 7/26/2013 for \$217,000.00



When the property that is the subject of this Mortgage is the principal residence of any Borrower, then the language of subparagraphs B and C to this paragraph 4 shall be inoperative, and the following shall apply in their stead: (1) The Secured Debt is secured solely by the Property pursuant to the terms of this Security Instrument, and not by any other property or collateral securing any other obligation of any Borrower or Mortgagor to Lender; and (2) Notwithstanding the terms of any other agreement between any Borrower or Mortgagor and Lender, now existing or created in the future, any term or condition of any such agreement providing that the lien of this Security Instrument secures, or would secure, the obligations evidenced by such other agreement, shall be wholly inoperative to that effect.

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.**

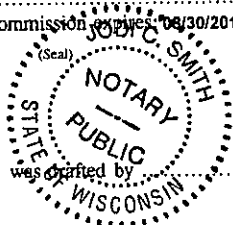
N/A

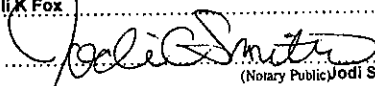
SIGNATURES: By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.


 07/26/2013 [Seal] (Date)
 
 07/26/2013 [Seal] (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF Wisconsin COUNTY OF Outagamie } ss.
 This instrument was acknowledged before me this 26th day of July, 2013.
 by Jason J Fox and Shelli K Fox
 My commission expires 08/30/2015




 (Notary Public) Jodi Smith

The instrument was executed by Andrea Gurlik for East Wisconsin Savings Bank SA (name and address).

Exhibit A

Addendum to Real Estate Mortgage dated July 26, 2013 from
Jason J Fox and Shelli K Fox.

Legal Description:

Part of Private Claim Number Three (3) in the City of Kaukauna, commencing at the intersection of the line between Claim Number Three (3) and Thirty-three (33) with the center of the Green Bay Road and running thence North 40° East along the center of said Green Bay Road three (3) chains and forty-one (41) links, thence South 40° East parallel with the Southwest line of said Private Claim Number Three (3) twelve (12) chains eighty-two (82) links, thence South 50° West three (3) chains twenty-five (25) links to the Southwest line of Private Claim Number Three (3), thence North 40° West along the line of said Claim Number Three (3) eleven (11) chains eighty (80) links to the place of beginning.



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

RIEMER, SHELLI K
1910 GREEN BAY RD

KAUKAUNA, WI 541300000

PROPERTY INFORMATION

Parcel ID: 322089700
Document #: 001485521
Tax Districts:
KAUKAUNA SCHOOL
FOX VALLEY TECH
HEART OF VALLEY

TAX INFORMATION

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	1,029.00
<u>Second:</u>	1,114.00
<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>	2,228.86
<u>Special Assessment:</u>	0.00
<u>Lottery Credit:</u>	85.86
<u>Net Tax Due:</u>	2,143.00
<u>Amount Paid:</u>	2,143.00
(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)

WURDINGER, CAROL (LC)

PROPERTY DESCRIPTION

SW4AC PC #3 SE OF HY US 41 AS PER 226D246 SEC18 T21N R19E
4AC M/L #1354045

Municipality: CITY OF KAUKAUNA
Property Address: 1910 GREEN BAY RD

LAND VALUATION

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
G1	4.0	32,200	69,400	101,600
<hr/>				
	4.0	32,200	69,400	101,600

Total Acres: 4.0
Assessment Ratio: 1.0551
Fair Market Value: 96,294

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>
01/18/13	4709	2,143.00	0.00	2,143.00