



Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax:262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on:12/10/19 9:41 am
Last Revised on:12/10/19 9:41 am
Printed on:12/10/19 1:43 pm

Applicant Information

Migdalia Dominguez
WI Dept of Transportation
141 NW Barstow St
Waukesha, WI 53188

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 11/13/2019 at 8:00 am

Owner(s) of record:Kathleen Eastman

Property address:2015 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains 4 links due South from the North line and 22 chains East from the West line of said ¼ Section; thence run South 12 deg. 53' West along the center line of the United States Road (Green Bay Road), 291.2 feet; run thence South 20 deg. 41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77 deg. 47' East 559.4 feet; run thence South 18 deg. 30' West 78.3 feet; thence North 77 deg. 47' West 561.5 feet to the center line of United States Road (Green Bay Road); run thence North 20 deg. 41' East along the center line of said road, 78.5 feet to the point of beginning. EXCEPTING THEREFROM premises conveyed for highway purposes in Volume 1245 of Records, page 337, as Document No. 948636. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 151-03-22-24-006-000

Mortgages / Leases / Land Contracts / UCC

Mortgage from Frank R. Eastman and Kathleen Eastman, husband and wife to Educators Credit Union in the amount of \$93,000.00 dated May 3, 2001 and recorded May 17, 2001 as Document No. 1772509.

Mortgage from Kathleen Eastman a/k/a Kathleen M. Eastman, a single person to Educators Credit Union in the amount of \$116,000.00 dated July 30, 2007 and recorded August 2, 2007 as Document No. 2142127.

Mortgage from Kathleen Eastman to Educators Credit Union in the amount of \$28,491.88 dated September 9, 2008 and recorded September 10, 2008 as Document No. 2187571.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Conditions, Covenants and Restrictions contained in Warranty Deed and other matters contained in the instrument recorded January 23, 1947 in Volume 455, Page 68, as Document No. 518715.

Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

General Taxes



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This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$1,976.94, and all prior years are paid.

Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



(31)

1079163

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 11:06:48 AM

<p style="text-align: center;">Owner Address</p> <p>EASTMAN, KATHLEEN 2015 S GREEN BAY RD RACINE, WI 53406</p>	<p style="text-align: center;">Owner</p> <p>KATHLEEN EASTMAN</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032224006000</p> <p><u>Document #</u> 1543318</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>SLY 78 OF NLY 429 OF V416P632 MEAS ALG HY EXC R/W IN V1245P337 -17 **TOTAL ACRES** 00.89</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 2015 GREEN BAY S RD</p>																																																			
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*No data found for Delinquent Tax Summary in 2018

Racine County

Owner (s):

EASTMAN, KATHLEEN

Location:

Section, Sect. 24, T3N, R22E

Mailing Address:

**KATHLEEN EASTMAN
2015 S GREEN BAY RD
RACINE, WI 53406-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-24-006-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.8900

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

SLY 78 OF NLY 429 OF V416P632 MEAS ALG HY EXC R/W IN V1245P337 -17 **TOTAL ACRES 00.89**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

2015 GREEN BAY RD S RACINE, WI 53406

1 Lottery credit claimed effective 1/1/2014

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$1,976.94	\$1,976.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$2,073.94	\$2,073.94	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$2,737.17	\$2,737.17	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$2,750.79	\$2,750.79	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,601.96	\$2,601.96	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,722.06	\$2,722.06	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,870.31	\$2,870.31	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$4,350.73	\$4,350.73	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$3,714.06	\$3,714.06	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,649.92	\$3,649.92	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$3,382.17	\$3,382.17	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to **November 30, 2019.**

DOCUMENT NO.

1543318

STATE BAR OF WISCONSIN FORM 5-1982
PERSONAL REPRESENTATIVE'S DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

96 JUN 20 PM 4:28

MARK A. LADD
REGISTER OF DEEDS

2547 679

VOL PAGE

PATRICIA A. LUDEMAN

, as Personal Representative of the estate of
IVAN WILLIAM FERGUS("Decedent"),
for a valuable consideration conveys, without warranty, to
KATHLEEN EASTMANGrantee,
the following described real estate in Racine County,
State of Wisconsin (hereinafter called the "Property"):

RETURN TO

BOX 360

Tax Parcel No: 51008.03-22-24-006-000

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains 4 links due South from the North line and 22 chains East from the West line of said 1/4 Section; thence run South 12° 53' West along the center line of the United States Road (Green Bay Road), 291.2 feet; run thence South 20° 41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77° 47' East 559.4 feet; run thence South 18° 30' West 78.3 feet; thence North 77° 47' West 561.5 feet to the center line of United States Road (Green Bay Road); run thence North 20° 41' East along the center line of said road, 78.5 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Excepting therefrom premises conveyed for highway purposes in Volume 1245 of Records, page 337, as Document No. 948636.

Tax Exempt 77.25

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

Dated this 7 day of May, 1996.

(SEAL)

Patricia Ludeman, P.R. (SEAL)

* PATRICIA A. LUDEMAN
Personal Representative

* PATRICIA A. LUDEMAN
Personal Representative

AUTHENTICATION

Signature(s) PATRICIA A. LUDEMAN

authenticated this 7 day of May, 1996.

* Robert J. Grady
TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Atty. Robert J. Grady

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Racine County, ss.

Personally came before me this 7 day of May, 1996, the above named

Patricia A. Ludeman

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

Notary Public Racine County, Wis.
My Commission is permanent (If not, state expiration date: 10-5-97, 1997)

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

DOCUMENT NO.

This Indenture, Made by Ivan Fergus a/k/a Ivan W. Fergus and Mary Fergus, his wife,
as joint tenants
 grantor s of Racine County, Wisconsin, hereby conveys and warrants
 to the State of Wisconsin, Department of Transportation, Division of Highways
 grantee of Eighty Wisconsin,
 for the sum of One-Thousand Six-Hundred Fifty-Five and 00/100 (\$1,655.00) ---Dollars

See attached Page 2 for Legal Description.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor s have hereunto set their hands and seal s this 9th
 day of October, A.D., 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Ivan Fergus (SEAL)
Ivan Fergus

Mary Fergus (SEAL)
Mary Fergus

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine County, ss.

RECEIVED FOR RECORD

DAY OF _____
 A D 19-- AT _____
 O'CLOCK --M AND RECORDED IN VOL. _____
 OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

This instrument was drafted by the State of Wisconsin,
 Department of Transportation, Division of Highways.

Project I.D. 2390-1-21

The foregoing instrument was acknowledged before me this 9th

day of October, A.D., 1974

by Ivan Fergus and Mary Fergus

(SEAL)

Scott L. Willman
Scott L. Willman
 Notary Public Milwaukee County, Wisconsin
 My Commission expires Nov. 13, A.D., 1977

Negotiated by Scott L. Willman

VEL 1245 PAGE 337

Parcel No. 17

948636

1245-337

Nov. 19, 1974

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the northwest one-quarter of Section 24, Township 3 North, Range 22 East, described in Volume 433 on Page 668, Volume 590 on Page 437 and Volume 998 on Page 663 all of Racine County Records, lying westerly of a line which is 60.00 feet easterly of, as measured normal to, and parallel with the following described reference line of S.T.H. 31.

Said reference line begins at a point in the south line of said northwest one-quarter which is 938.63 feet South 89° 09' 45" East of the southwest corner of said northwest one-quarter; thence South 11° 49' 57" West 1096.40 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2245.52 feet) 2244.27 feet; thence North 19° 41' 15" East 4.70 feet to a point of curve; thence northeasterly along the arc of a 2° 00' curve to the left (whose radius is 2864.79 feet and whose long chord bears North 15° 09' 25" East 452.59 feet) 453.07 feet to a point of tangency and the point of ending of this reference line.

This parcel contains 0.15 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes. Fee Exempt 77.25 #2

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: a strip of land 10.00 feet in width lying easterly of and adjacent to the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 31, 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

948636

Register's Office } ss.
Racine County, Wis.
Received for Record 19th day of
November A.D., 1974 8:21
o'clock A.M. and recorded in Volume 1245
of Records on page 337-338

Stanley J. Bialecki
3008 Register of Deeds

VOL 433 668

This Indenture, Made this 9th day of November, A. D., 1945,
 between Ronald W. Sewall and Matha V. Sewall, his wife, of the Town of
 Mt. Pleasant, County of Racine and State of Wisconsin, parties of the first part,
 and Ivan Fergus and Mary Fergus, his wife, as joint tenants and not as
 tenants in common, of the City and County of Racine, parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
 One Dollar (\$1.00) and other good and valuable consideration - - - - -

to them in hand paid by the said parties 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 parties
 of the second part, their heirs and assigns forever, the following described real estate, situated
 in the County of Racine and State of Wisconsin, to-wit:

All that certain piece or parcel of land situate in the Town of
 Mt. Pleasant, County of Racine and State of Wisconsin, known and
 described as all that part of the Northwest one-fourth (NW¹/₄) of
 Section Twenty-four (24), Township Three (3), North of Range Twenty-
 two (22) East, described as follows: Begin in the center of the
 United States Road (Green Bay Road), eighteen chains and four links
 due South from the North line and twenty-two chains East from the
 West line of said 1/4 Section; run thence South 12° 53' West along
 the center line of the United States Road (Green Bay Road), 273 feet
 to the point of beginning of this description; run thence South 77°
 47' East 561.7 feet; thence South 18° 30' West 78.4 feet; thence North
 77° 47' West 559.4 feet to the center line of the United States
 Road (Green Bay Road); thence North 20° 41' East along the center
 line of said road 60.2 feet; thence North 12° 53' East along the
 center line of said road 18.2 feet to the point of beginning,
 said parcel of land containing one acre more or less.

The above described premises shall be subject to the restriction that
 no building for dwelling purposes shall be erected thereon which shall cost
 less than \$5000.00.

Said premises shall only be used for residence purposes.



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 parties 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 parties of the second part, and to their heirs and assigns FOREVER.

497597

433-668

Nov. 10, 1945

And the said Ronald W. Sewell and Matha V. Sewell, his wife,

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and
agree to and with the said parties of the second part, their heirs and assigns, that at the time
of the ensembling 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 parties 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 parties of the first part have hereunto set their hands
and seals this 9th day of November, A. D., 1945.

SIGNED AND SEALED IN PRESENCE OF

Guy A. Benson
Guy A. Benson
Ronald A. Butchart
Ronald A. Butchart
STATE OF WISCONSIN,
Racine County, ss.

Ronald W. Sewell (SEAL)
Ronald W. Sewell (SEAL)
Matha V. Sewell (SEAL)
Matha V. Sewell (SEAL)

Personally came before me, this 9th day of November, A. D., 1945,
the above named Ronald W. Sewell and Matha V. Sewell, his wife,

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



Guy A. Benson
Guy A. Benson
Notary Public, Racine County, Wis.
My Commission expires Sept. 11 A. D., 1949.

No. 497597

Ronald W. Sewell and Matha
V. Sewell, his wife,
TO
Ivan Fergus and Mary
Fergus, his wife.

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

County.

Received for Record this 10th day of

November, A. D., 1945,

at 12:20 o'clock P. M., and recorded in

Vol 433 of Deeds on page 668-669

James H. Peterson
Register of Deeds

Deputy

This Indenture, Made this 18th day of April, A.D., 1956,

between David Fergus and Flora Fergus, his wife,

parties of the first part, and

Ivan Fergus and Mary Fergus, his wife, as joint tenants and not as tenants

in common, parties of the second part.

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

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

to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed

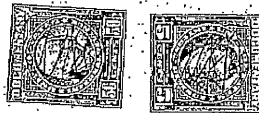
and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed; and

by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties

of the second part, their heirs and assigns forever, the following described real estate, situated in the

County of Racine and State of Wisconsin, to-wit:

All that certain piece or parcel of land situate in the Town of Mt. Pleasant, County of Racine and State of Wisconsin, known and described as all that part of the Northwest one-fourth (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3), North of Range Twenty-two (22) East, described as follows: Begin in the center of the United States Road (Green Bay Road), eighteen chains and four links due South from the North line and twenty-two chains East from the West line of said 1/4 Section; run thence South 12 degrees 53 minutes West along the center line of the United States Road (Green Bay Road), 196 feet to the point of beginning of this description; run thence South 77 degrees 47 minutes East 569.2 feet; thence South 18 degrees 30 minutes West 77.5 feet; thence North 77 degrees 47 minutes West 561.7 feet to a point on the center line of the United States Road (Green Bay Road); thence North 12 degrees 53 minutes East along the center line of said road 77 feet to the point of beginning, said parcel of land containing one acre 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 parties 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 parties of the second part, and to their heirs and assigns FOREVER.

And the said David Fergus and Flora Fergus, his wife,

for themselves and their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents they were 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 parties 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 parties of the first part have hereunto set their hands and seals this 18th day of April, A.D., 1956.

SIGNED AND SEALED IN PRESENCE OF

Walter S. Smolenski

Walter S. Smolenski

Walter S. Smolenski, Jr.

David Fergus

David Fergus

Flora Fergus

Flora Fergus

646267
590-437
Apr. 20, 1956

State of Wisconsin,

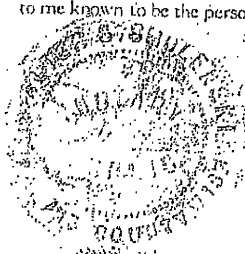
Racine County, ss.

VOL 590 PAGE 438

Personally came before me, this 18th day of April, A.D. 1956

the above named David Fergus and Flora Fergus, his wife,

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



Walter S. Smolenski

Notary Public, Racine County, Wis.
My commission expires June 29, A.D. 1958

No. 646247

David and Flora Fergus

TO

Ivan and Mary Fergus

Premises

Warranty Deed

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

REGISTER'S OFFICE,

State of Wisconsin,

Racine County,

Received for Record this 20 day of

April, A.D. 1956,

at 3:30 o'clock P.M. and recorded

In Vol. 590 of Deeds, on page 437-438

Walter S. Smolenski

Register of Deeds.

Deputy.

Walter S. Smolenski

150

RF

845581

998-663

Oct. 17, 1968

WARRANTY DEED

THIS INDENTURE, Made this 25th day of September, A.D., 1968, by and between DONALD FERGUS, a Widower, by Joseph J. Muratore, his attorney in fact; ROBERT C. FERGUS and SALLY FERGUS, his wife, by Joseph J. Muratore, their attorney in fact; IVAN W. FERGUS and MARY FERGUS, his wife; BETTY F. DAVIES; and RUSSELL M. FERGUS and PEYLLIS FERGUS, his wife; parties of the first part, and IVAN W. FERGUS and MARY FERGUS, his wife, as joint tenants, parties of the second part,

WITNESSETH, That the said parties 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 parties 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 parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

"That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains and 4 links due South from the North line and 22 chains East from the West line of said 1/4 Section; thence run South 12° 53' West along the center line of the United States Road (Green Bay Road), 291.2 feet; run thence South 20° 41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77° 47' East 559.4 feet; run thence South 18° 30' West 78.3 feet; thence North 77° 47' West 561.5 feet to the center line of United States Road (Green Bay Road); run thence North 20° 41' East along the center line of said road, 78.5 feet to the point of beginning. Said land being in the Town of Mount Pleasant, Racine County, Wisconsin."

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 parties 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 parties of the second part, and to their heirs and assigns forever.

Vol 998 - 664

AND THE SAID DONALD FERGUS, a Widower, by Joseph J. Muratore, his attorney in fact; ROBERT C. FERGUS and SALLY FERGUS, his wife, by Joseph J. Muratore, their attorney in fact; IVAN W. FERGUS and MARY FERGUS, his wife; BETTY F. DAVIES; and RUSSELL M. FERGUS and PHYLLIS FERGUS, his wife, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents they were 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, except the ordinances of public authority restricting the use and occupancy that may be made of said real estate, and restrictions, if any, upon use and occupancy of said real estate of public record and easements, if any, of public record, and any item for which an action for the enforcement thereof would be barred by Section 330.15 Wisconsin Statutes; and that the above bargained premises in the quiet and peaceful possession of the said parties 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 parties of the first part have hereunto set their hands and seals this 25th day of September, A.D., 1968.

Donald Fergus, a Widower,

By Joseph J. Muratore
Joseph J. Muratore, his atty.
in fact.

Mary Fergus
Mary Fergus; Wife of Ivan W.
Fergus

Robert C. Fergus & Sally Fergus,
his wife,

By Joseph J. Muratore
Joseph J. Muratore, their
atty. in fact.

Betty F. Davies
Betty F. Davies

Russell M. Fergus
Russell M. Fergus

Ivan W. Fergus
Ivan W. Fergus

Phyllis Fergus
Phyllis Fergus, Wife of
Russell M. Fergus

Above signed and sealed in the presence of:

Jerome F. Barina
Jerome F. Barina

Mary Ann Lojeski
Mary Ann Lojeski

A C K N O W L E D G M E N T

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

Personally came before me this 25th day of September, A.D., 1968, the above named, IVAN W. FERGUS and MARY FERGUS, his wife; BETTY F. DAVIES; RUSSELL M. FERGUS and PHYLLIS FERGUS, his wife, and JOSEPH J. MURATORE, as Attorney in Fact for DONALD FERGUS, a Widower and ROBERT C. FERGUS and SALLY FERGUS, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jerome F. Barina
Jerome F. Barina
Notary Public, State of Wisconsin
My Commission is permanent.

This Instrument was Drafted by:

JOSEPH J. MURATORE, Atty.
523 Main Street
Racine, Wisconsin 53403



Page 3 of 3 Pages.

845581

Register's Office
Racine County, Wis. } SS.

Received for Record 17th day of
October A.D., 1968 at 2:45
o'clock P.M. and recorded in Volume 998
of Racine on page 663-665

4.00

Stanley F. Bielicki
Notary of Deeds

VOL 998 PAGE 665

Vol 455 Page 68

This Indenture, Made this 6th day of April, A. D., 1946,
 between Ronald W. Sewell and Metha V. Sewell, his wife, of the Town of Mt.
Pleasant, County of Racine, and State of Wisconsin part ies of the first part,
 and Henry W. Durant and Verna M. Durant, his wife, as joint tenants,
 and not as tenants in common, part ies of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
One Dollar (\$1.00) and other good and valuable consideration

to them in hand paid by the said parties 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 parties of
 the second part, their heirs and assigns forever, the following described real estate, situated
 in the County of Racine and State of Wisconsin, to-wit:

All that part of the Northwest 1/4 Section 24
 Town 3 North Range 22 East, Mt. Pleasant Township,
 Racine County, Wisconsin, described as follows: Begin
 in the center of the United States Road (Green Bay Road)
 eighteen chains and 4 links due South from the North line
 and 22 chains east from the West line of said 1/4 Section;
 run thence South 12° 53' West along the centerline of
 the United States Road (Green Bay Road) 291.2 feet;
 run thence South 20° 41' West along the centerline of
 said road 60.2 feet to the point of beginning of this
 description; run thence South 77° 47' East 559.4 feet;
 run thence South 18° 30' West 78.3 feet; thence North
 77° 47' West 561.5 feet to the centerline of the United
 States Road (Green Bay Road); run thence North 20°
 41' East along the centerline of said road 78.5 feet
 to the point of beginning; said parcel of land con-
 taining 1 acre more or less.

The above described premises shall be subject to the
 restriction that no building for dwelling purposes shall be
 erected thereon which shall cost less than \$5000.00.



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 parties 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 parties of the second part, and to their heirs and assigns FOREVER.

518715

455-68

Jan. 23, 1947

And the said Ronald W. Sewell and Metha V. Sewell, his wife,
 for themselves, their heirs, executors and administrators, do covenant, grant, bargain and
 agree to and with the said part ies of the second part, their heirs and assigns, that at the time
 of the ensealing 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 ies 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 ies of the first part ha ve hereunto set their hand s,
 and seal s this 6th day of April, A. D., 19 46.

SIGNED AND SEALED IN PRESENCE OF

Viola C. Benson
 Viola C. Benson

Guy A. Benson
 Guy A. Benson

STATE OF WISCONSIN,

Racine County.

Ronald W. Sewell (SEAL)
 Ronald W. Sewell

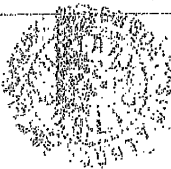
Metha V. Sewell (SEAL)
 Metha V. Sewell

(SEAL)

(SEAL)

Personally came before me, this 6th day of April, A. D., 19 46,
 the above named Ronald W. Sewell and Metha V. Sewell, his wife,

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



Guy A. Benson
 Notary Public, Racine County, Wis.
 My Commission expires Sept. 11 A. D., 19 49

No. 518215

Ronald W. Sewell and
Metha V. Sewell, his wife

TO

Henry W. Durant and Verma
M. Durant, his wife, as
joint tenants, and not as
tenants in common.

WARRANTY DEED

REGISTERS OFFICE,
 STATE OF WISCONSIN,

Racine County.

Received for Record this 23 day of

January A. D., 19 47,

at 10:00 o'clock P. M., and recorded in

Vol 455 of Deeds on page 68-69

Lewis B. Peterson
 Register of Deeds

Deputy

Resolution 3-98 dissolving the
Mt. Pleasant Storm Drainage District

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

Juliet Edmonds
Village of Mt. Pleasant
6126 Durand Av.
Racine, WI 53406

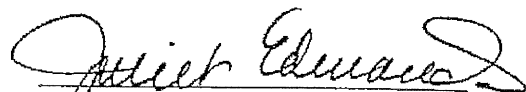
See attached parcel
listing
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the Town of ^{Village} Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk
Village of Mount Pleasant
Racine County, Wisconsin

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

page 2

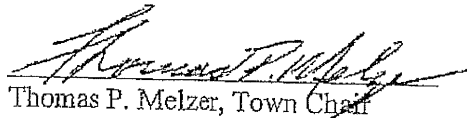
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

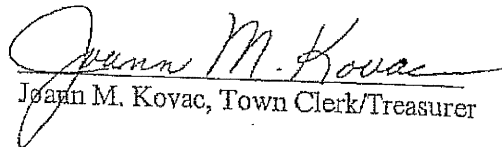
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

NOTICE
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT
WHOSE PROPERTY LIES WITHIN THE PROPOSED
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS

PLEASE TAKE NOTICE:

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

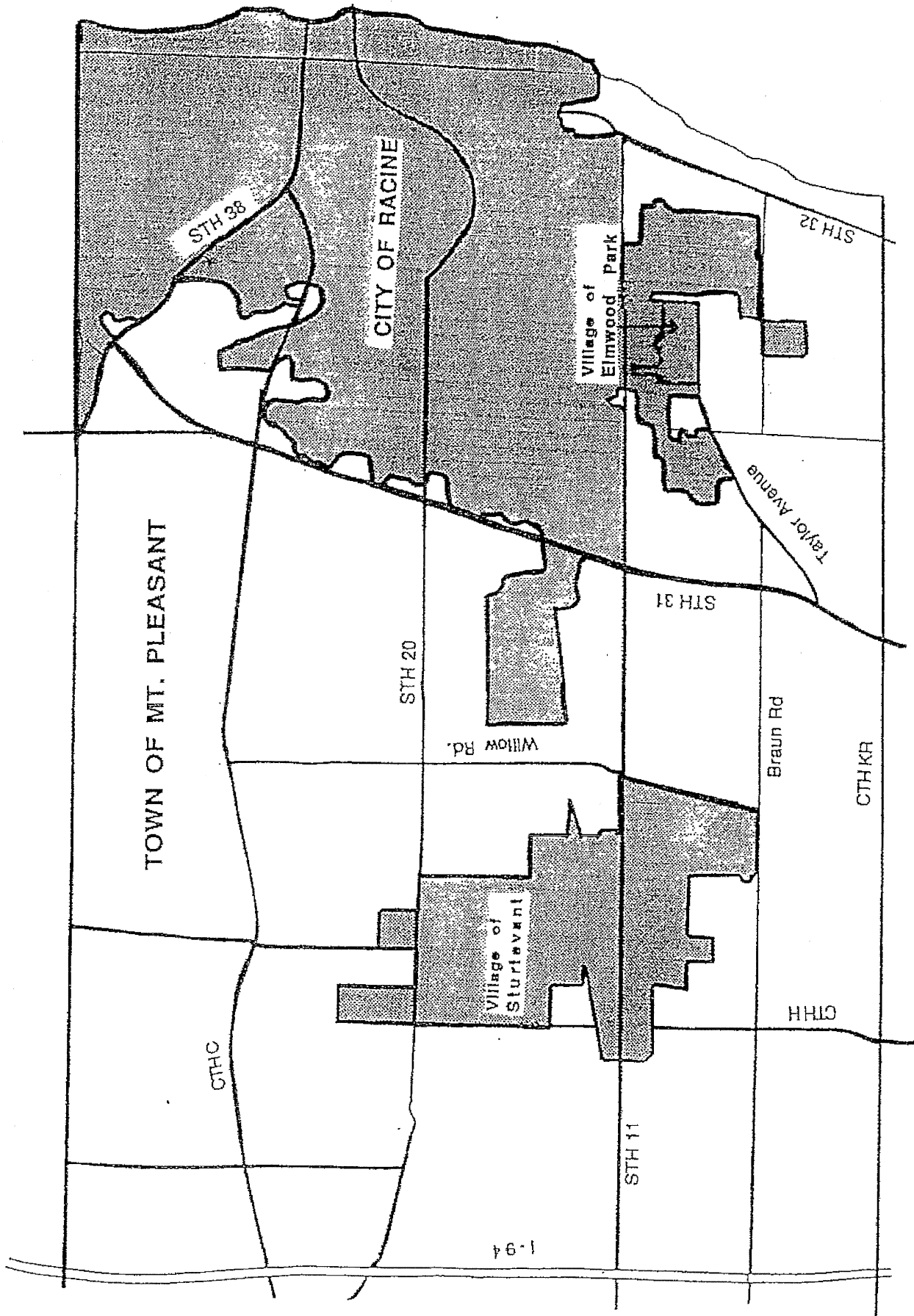
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD
Joann M. Kovac, Town Clerk

DESCRIPTION

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of Elmwood Park

Village of Sturtevant

STH 38

STH 20

STH 31

STH 32

STH 11

CTHC

CTHKR

HHIC

Willow Rd.

Braun Rd

Taylor Avenue

1-94

5501 151032222051000	5502 151032222052000	5503 151032222053000	5504 151032222054000	5505 151032222055000
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5516 151032222500000	5517 151032223001001	5518 151032223003000	5519 151032223005000	5520 151032223006000
5521 151032223007000	5522 151032223010000	5523 151032223011000	5524 151032223012000	5525 151032223013000
5526 151032223014000	5527 151032223015000	5528 151032223024000	5529 151032223025010	5530 151032223025020
5531 151032223027010	5532 151032223029000	5533 151032223031030	5534 151032223031045	5535 151032223034000
5536 151032223035000	5537 151032223036000	5538 151032223037000	5539 151032223039000	5540 151032223041000
5541 151032223042000	5542 151032223044000	5543 151032223045000	5544 151032223046000	5545 151032223047000
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5556 151032223058000	5557 151032223059000	5558 151032223060000	5559 151032223061000	5560 151032223062000
5561 151032223063000	5562 151032223064000	5563 151032223065000	5564 151032223066000	5565 151032223067000
5566 151032223068000	5567 151032223069000	5568 151032223070000	5569 151032223071000	5570 151032223072000
5571 151032223073000	5572 151032223074000	5573 151032223075000	5574 151032223076000	5575 151032223077000
5576 151032223079000	5577 151032223080000	5578 151032223081000	5579 151032223082000	5580 151032223084000
5581 151032223085000	5582 151032223096000	5583 151032223096001	5584 151032223097000	5585 151032223098000
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5596 151032223109000	5597 151032223110000	5598 151032224001000	5599 151032224002010	5600 151032224002020
5601 151032224003000	5602 151032224004000	5603 151032224005000	5604 151032224006000	5605 151032224007000
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5611 151032224014000	5612 151032224014004	5613 151032224014006	5614 151032224014050	5615 151032224014100
5616 151032224014150	5617 151032224014200	5618 151032224014300	5619 151032224014400	5620 151032224014500
5621 151032224014550	5622 151032224014600	5623 151032224014850	5624 151032224014900	5625 151032224014950
5626 151032224015210	5627 151032224015220	5628 151032224015230	5629 151032224015240	5630 151032224015250
5631 151032224016100	5632 151032224016200	5633 151032224023000	5634 151032224030000	5635 151032224031040
5636 151032224031050	5637 151032224032000	5638 151032224033000	5639 151032224034000	5640 151032224035000
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5646 151032224041000	5647 151032224042000	5648 151032224043000	5649 151032224044000	5650 151032224045000
5651 151032224046000	5652 151032224047000	5653 151032224048000	5654 151032224049000	5655 151032224050000
5656 151032224051000	5657 151032224052000	5658 151032224053000	5659 151032224054000	5660 151032224055000
5661 151032224056000	5662 151032224057000	5663 151032224058000	5664 151032224059000	5665 151032224060000
5666 151032224061000	5667 151032224064000	5668 151032224066000	5669 151032224067000	5670 151032224068000
5671 151032224069000	5672 151032224070000	5673 151032224071000	5674 151032224072000	5675 151032224073000
5676 151032224074000	5677 151032224075000	5678 151032224076000	5679 151032224078000	5680 151032224079000
5681 151032224080000	5682 151032224081000	5683 151032224082000	5684 151032225002020	5685 151032225005010
5686 151032225005020	5687 151032225005030	5688 151032225006010	5689 151032225006020	5690 151032225006030
5691 151032225006040	5692 151032225006050	5693 151032225006060	5694 151032225006070	5695 151032225007000
5696 151032225008000	5697 151032225009000	5698 151032225010000	5699 151032225011000	5700 151032225012000
5701 151032225013000	5702 151032225014000	5703 151032225015000	5704 151032225016000	5705 151032225017000
5706 151032225018000	5707 151032225019000	5708 151032225020000	5709 151032225021000	5710 151032225022000
5711 151032225023000	5712 151032225024010	5713 151032225024020	5714 151032225025010	5715 151032225025020
5716 151032225025030	5717 151032225025040	5718 151032225026000	5719 151032225026010	5720 151032225027010

DOCUMENT #
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VOL PAGE
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MORTGAGE
(NON-CONSUMER)

(For use with any size first lien mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 MAY 17 PM 3:38

MARK A. LADD
REGISTER OF DEEDS

Acct. No. 25617-12

In consideration of the sum of NINETY THREE THOUSAND DOLLARS & NO/100

Dollars (\$ 93,000.00), the
receipt of which is acknowledged, FRANK R EASTMAN AND KATHLEEN EASTMAN,
HUSBAND AND WIFE

("Mortgagor", whether one or more) mortgages,
conveys and warrants to EDUCATORS
Credit Union ("Credit Union"), of RACINE
County, Wisconsin and its successors and assigns the
following described real estate in RACINE

County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all
rents, leases, issues and profits, all awards and payments made as a result of the exercise of the
right of eminent domain, and all existing and future improvements and fixtures (all called the
"Property"), to wit:

SEE ATTACHED LEGAL

THIS IS HOMESTEAD PROPERTY

RETURN TO

EDUCATORS CREDIT UNION
1400 N. NEWMAN RD
RACINE, WI 53406

Parcel ID Number 51-008-03-22-24-006-000

This (is) (is not) homestead property.

☐ If checked, description of property is continued on an attached sheet.

1. **Covenant of Title.** Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and FRANK R EASTMAN AND KATHLEEN EASTMAN

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or MAY 3, 2001), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law, if Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS.

Signed and Sealed this 3RD day of MAY, 2001

Frank R. Eastman
Mortgagor

(Seal)

Kathleen M. Eastman
Mortgagor

(Seal)

FRANK R EASTMAN

KATHLEEN EASTMAN

STATE OF WISCONSIN

Mortgagor

(Seal)

RACINE County } ss

This instrument was acknowledged before me on 05.03.01

by

FRANK R EASTMAN AND KATHLEEN EASTMAN

Sharon R. Hall
Notary Public

County, Wis.

My Commission Expires: 9-30-2001

* Type or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:

NICKI REED

3. **Taxes.** To the extent not paid to Credit Union under §5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
 - (a) **To pay monthly** to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
 - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
 - (c) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
 - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
 - (e) **Conveyance.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.3; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
 - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
 - (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
 - (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
 - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and hereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; up on default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby any one may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or up on the failure of the Mortgagor to observe or perform any of the covenants and agreements contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by §428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains and 4 links due South from the North line and 22 chains East from the West line of said 1/4 Section; thence run South 12°53' West along the center line of the United States Road (Green Bay Road), 291.2 feet; run thence South 20°41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77°47' East 559.4 feet; run thence South 18°30' West 78.3 feet; thence North 77°47' West 561.5 feet to the center line of United States Road (Green Bay Road); run thence North 20°41' East along the center line of said road, 78.5 feet to the point of beginning. Said land being in the Town of Mount Pleasant, Racine County, Wisconsin. Excepting therefrom premises conveyed for highway purposes in Volume 1245 of Records, page 337, as Document No. 948636.

Parcel Number 51-008-03-22-24-006-000

For Reference Only:

Address: 2015-17 S. GREENBAY ROAD
RACINE, WI 53406

VOL 3180
PAGE 088

67m 100
-100-0011

Lawyers Title Insurance Corporation

Litho in U.S.A.

MORTGAGE

(NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first

Acct. No. 25517

In consideration of the sum of ONE HUNDRED SIXTEEN THOUSAND AND NO CENTS

Dollars (\$ 116,000.00), the receipt of which is acknowledged, KATHLEEN EASTMAN A/K/A KATHLEEN M. EASTMAN, A SINGLE PERSON

("Mortgagor", whether one or more) mortgages, conveys and warrants to EDUCATORS CREDIT UNION Credit Union ("Credit Union"), of RACINE, Wisconsin and its successors and assigns the

following described real estate in RACINE County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains 4 links due South from the North line and 22 chains East from the West line of said 1/4 Section; thence run South 12 deg. 53' West along the center line of the United States Road (Green Bay Road), 281.2 feet; run thence South 20 deg. 41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77 deg. 47' East 559.4 feet; run thence South 18 deg. 30' West 78.3 feet; thence North 20 deg. 41' East along the center line of said road, 78.5 feet to the point of beginning. Excepting therefrom premises conveyed for highway purposes in Volume 1245 of Records, page 337, as Document No. 948536. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Property Address: 2015 S. Green Bay Road, Racine, WI
Tax Key No: 51-151-03-22-24-006-000

THIS IS HOMESTEAD PROPERTY

This (is) (is not) homestead property.

☐ If checked, description of property is continued on an attached sheet.

1. **Covenant of Title.** Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and KATHLEEN M. EASTMAN

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or 07/30/2007), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advances are made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS.

Signed and Sealed this 30TH day of JULY 2007

Kathleen M Eastman (Seal)
Mortgagor
KATHLEEN M. EASTMAN

Mortgagor (Seal)

Mortgagor (Seal)

STATE OF WISCONSIN

RACINE County } ss

This instrument was acknowledged before me on 07/30/2007

KATHLEEN M. EASTMAN

by

Lisa Stupar
Notary Public Racine County, Wis.
My Commission Expires: 3/16/2008
* Type or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:

LISA STUPAR

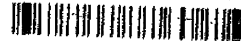
R348465

DOC # 2142127
Recorded
AUG. 02, 2007 AT 04:51PM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



RETURN TO

EDUCATORS CREDIT UNION
1400 N NEWMAN ROAD
RACINE, WI 53406

13

Parcel ID Number 51-151-03-22-24-006-000

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under §5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without co-insurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
 - (a) To pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
 - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
 - (c) **Liens.** To keep the Property free from all liens and mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
 - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
 - (e) **Conveyances.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
 - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
 - (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
 - (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
 - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; up on default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby any one may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by §428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

DOC # 2187571
Recorded
Sep. 10, 2008 AT 03:54PM

James A. Ladwig


MORTGAGE

17

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00



1400 North Newman Road
P.O. Box 081040
Racine, Wisconsin 53408

AFTER RECORDED, RETURN TO:

Educators Credit Union
1400 North Newman Road, P.O. Box 081040
Racine, Wisconsin 53408

25617

P.I.N. 51151032224006000

THIS MORTGAGE is made on September 9th, 2008, by the Mortgagor, KATHLEEN EASTMAN

(hereinafter referred to individually or collectively, as the context may require, as "Borrower") to EDUCATORS CREDIT UNION of Racine, Wisconsin, its successors and assigns ("Lender").

Borrower does hereby mortgage, convey & warrant to Lender the following described property located in the County of RACINE State of Wisconsin:

SEE ATTACHED

which has the street address of 2015 S GREEN BAY RD, RACINE, WI 534064915

together with all privileges, hereditaments, easements and appurtenances, all rents, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain (to the extent herein provided) and all existing and future improvements and fixtures. All of the foregoing is collectively referred to in this Mortgage as the "Property."

This is not a purchase-money mortgage.

This is the homestead of Borrower.

This Mortgage is given to secure to Lender the repayment of the indebtedness of a principal sum of U.S. \$ \$28,491.88, as evidenced by Borrower's HomeEquity Closed-end Note and Loan Agreement executed as of the same date as this Mortgage, and extensions and renewals thereof ("Note"), together with interest, finance charges, fees, taxes, and other additional amounts as authorized by the Note or applicable law ("Debt").

☐ If checked, this Mortgage is taken as additional security for Borrower's Auto Equity Loan and a consumer Security Agreement also applies.

ADDITIONAL PROVISIONS

Borrower hereby represents to Lender and agrees as follows:

1. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Mortgage.
2. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.
3. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Mortgage Documents.
4. **Taxes.** Borrower shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note, or upon Lender's interest in the Property and deliver receipts to the Lender evidencing timely payments.
5. **Hazard Insurance.** Borrower shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g., flooding) as Lender may require, now or later, through insurers approved by Lender, in amounts not

MORTGAGE (continued)

less than the total of the unpaid balance of the Note and the unpaid balance of the note(s) or obligations secured by the First Borrower without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, a copy of all policies covering the Property shall, upon receipt, be provided to Lender. Borrower shall promptly give notice of any loss to Insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.

6. Borrower's Covenants. Borrower's covenants:

- (a) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
- (b) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and Mortgages to which Lender has consented in writing.
- (c) **Waste.** Not to commit waste or permit waste to be committed upon the Property.
- (d) **Conveyance.** Not to, without prior written consent of Lender, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Lender may, without notice to Borrower, deal with any transferee in the same manner as with Borrower without discharging Borrower's liability under the Note or this Mortgage.
- (e) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Borrower may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
- (f) **Condemnation.** To pay to Lender all compensation (but not in excess of the unpaid balance of the Note) received for the taking of the Property, or any part, by condemnation or eminent domain proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damage for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment).
- (g) **Subrogation.** The Lender is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds.
- (h) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property, Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it.
- (i) **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, to keep such mortgage and all taxes current and not in default under the terms of such mortgage.

7. Ability to Pay. Borrower shall not take any action or permit any event to occur, including the acts and occurrences set forth in subsection 11(c), which materially impairs Borrower's ability to pay the amounts due under the note.

8. Authority of Lender to Perform for Borrower. If Borrower fails to perform any duty imposed upon Borrower by this Mortgage or the Note, Lender may perform, or cause to be performed any of such duties, including but not limited to signing Borrower's name or paying any amount so required. If, before proceeding to perform or to cause such duties to be performed, Lender provides Borrower with written notice of Borrower's non-performance and a reasonable opportunity after such notice to perform, all amounts paid by Lender for performance of such duties shall be secured by this Mortgage, shall be payable by Borrower upon demand, and shall bear interest at the rate stated in the Note. Unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, a reasonable opportunity for Borrower to perform any duty imposed upon Borrower shall be, except where more prompt action is necessary, 10 calendar days (not counting the day of mailing) after mailing of notice of non-performance to Borrower at his last known address.

9. Inspection. Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefore related to Lender's interest in the Property.

10. Hold Harmless. Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

11. Default. Upon default as herein defined, Lender shall have all of the rights and remedies for default provided by applicable law, this Mortgage, or the Note.

Except as otherwise provided by Section 425.103, Wisconsin Statutes, or by rule of the Administrator of the Wisconsin Consumer Act, the occurrence of any one or more of the following events shall constitute a default:

- (a) **Failure to pay.** (A) With respect to an Obligation (other than one incurred pursuant to an open-end plan), for which the interval between scheduled payments is 2 months or less; (i) to have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due date; or (ii) the failure to pay the first payment or the last payment within 40 days of its scheduled or deferred due date; (B) With respect to an Obligation (other than one incurred pursuant to an open-end plan), for which the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; (C) With respect to an Obligation (other than one incurred pursuant to an open-end plan), scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (D) With respect to an Obligation incurred pursuant to an open-end plan, the failure to pay when due on 2 occasions within any 12 month period. For purposes of this paragraph, the amount of outstanding shall not include any delinquency or deferral changes and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order in which they come due.
- (b) **Non-performance.** A failure by Borrower to observe or perform any of Borrower's other covenants or duties contained in this Mortgage or the Note, if that failure materially impairs the condition, value, or protection of or the Lender's right in the Property or materially impairs the Borrower's ability to pay the amounts due under the Note.
- (c) **Inability to Perform.** Borrower, Borrower's spouse, or a surety or guarantor of any of the Borrower's Obligations under the Note, dies, ceases to exist, changes marital status, changes marital domicile, becomes insolvent or a subject of a bankruptcy or other insolvency proceeding, if that occurrence materially impairs the Borrower's ability to pay the amounts due under the Note.

12. Forbearance. Any forbearance by Lender is exercising any right to remedy shall not constitute a waiver of or preclude the exercise of such right or remedy.

13. Remedies. Upon default, the entire balance of this Note shall, at the option of Lender become immediately due and payable, subject only to any right to cure default which Borrower may have under Section 425.105, Wisconsin Statutes. If Borrower has such a right to cure, the entire balance shall, unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, at the option of Lender, become immediately due and payable if such default is not cured as provided in that statute within 15 calendar days after mailing of such notice to Borrower at his address as shown in this Mortgage or, if Borrower shall designate in writing another address to which said notice shall be sent, to such other address. If Lender exercises its option to accelerate,

MORTGAGE (continued)

the unpaid principal and interest owed on the Note, together with all sums paid by Lender as authorized or required under this Mortgage or the Note, shall be collectible in a suit at law or by foreclosing of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or in equity. Lender may waive any default without waiving any other subsequent or prior default by Borrower.

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

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

16. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Borrower agrees to permit Lender the option to proceed pursuant to 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property 20 acres or less six months after the foreclosure judgment is entered. If the Mortgaged Property is other than an owner-occupied one to four family residence, a farm, church or owned by a tax exempt charitable organization, Borrower agrees to permit Lender the option to proceed pursuant to 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.

17. **Expenses.** Borrower shall pay all reasonable expenses (to the extent permitted by 422.413 Wis. Stats.), including attorney's fees (to the extent permitted by Wisconsin law) and expenses of obtaining title evidence, incurred by Lender if foreclosing this Mortgage.

18. **Accelerated Redemption Periods.** If (i) the Property is twenty (20) acres or less in size, (ii) Lender in an action to foreclose this Mortgage waives all right to a judgment for deficiency and (iii) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be six (6) months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (ii) and (iii) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be three (3) months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be two (2) months from the date the judgment is entered.

19. **Waiver of Homestead.** Borrower grants this Mortgage to Lender free from all rights and benefits under and by virtue of the homestead exemption laws of the State of Wisconsin, which said rights and benefits Borrower does hereby expressly release and waive. This includes a waiver of Borrower's right to demand that property other than the Borrower's homestead be foreclosed first, before the homestead is foreclosed.

20. **Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

21. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

22. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and any other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Kathleen M. Eastman X

KATHLEEN M. EASTMAN

(Seal)

Borrower

Borrower

STATE OF WISCONSIN, Racine

County ss:

The foregoing instrument was acknowledged before me this 09/09/2008 by KATHLEEN M. EASTMAN

My Commission Expires: August 16 2009

Notary Public, State of Wisconsin

Paul Bergman
Name

This instrument was prepared by P. Bergman

Legal Description:

That part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East, described as follows: Begin in the center of United States Road (Green Bay Road) 18 chains 4 links due South from the North line and 22 chains East from the West line of said ¼ Section; thence run South 12 deg. 53' West along the center line of the United States Road (Green Bay Road), 291.2 feet; run thence South 20 deg. 41' West along the center line of said road, 60.2 feet to the point of beginning of this description; run thence South 77 deg. 47' East 559.4 feet; run thence South 18 deg. 30' West 78.3 feet; thence North 77 deg. 47' West 561.5 feet to the center line of United States Road (Green Bay Road); run thence North 20 deg. 41' East along the center line of said road, 78.5 feet to the point of beginning. Excepting therefrom premises conveyed for highway purposes in Volume 1245 of Records, page 337, as Document No. 948636. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.