



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:12/13/19 12:10 pm  
Last Revised on:12/13/19 12:10 pm  
Printed on:12/13/19 2:26 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: 11/06/2019 at 8:00 am

Owner(s) of record:Patrick T. Cannestra and Catherine S. Cannestra, husband and wife

Property address:1830 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lots 3 and 4, and the East 8.58 feet of Lot 16, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. EXCEPTING THEREFROM land conveyed by Warranty Deed dated October 21, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 18, 1974, in Volume 1245 of Records, page 266, as Document No. 948587. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 51-151-03-22-24-037-000

**Mortgages / Leases / Land Contracts / UCC**

Mortgage from Catherine S. Moraza and Patrick T. Cannestra, wife and husband to Freedom Mortgage Corporation (MERS) in the amount of \$166,348.00 dated January 31, 2018 and recorded February 8, 2018 as Document No. 2486318.

The mortgage described above was assigned of record to Freedom Mortgage Corporation by an instrument recorded July 31, 2019 as Document No. 2526618.

**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.

Easement and other matters contained in the instrument recorded June 8, 1928 in Volume 242, Page 527, as Document No. 344556.

Release of Easement and other matters contained in the instrument recorded February 14, 1986 as Document No. 1187037. Releases Wisconsin Natural Gas Company only.

Easement contained in Warranty Deed and other matters contained in the instrument recorded August 31, 1935 in Volume 316, Page 172, as Document No. 411577.

Driveway Easement Agreement and other matters contained in the instrument recorded May 24, 2005 as Document No. 2030207.

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 \$4,016.98, 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).





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## 2018 Property Record | Racine County, WI

1079205

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 12:29:09 PM

<b>Owner Address</b> CANNESTRA, PATRICK T 1830 GREEN BAY RD MOUNT PLEASANT, WI 53406	<b>Owner</b> CATHERINE S CANNESTRA PATRICK T CANNESTRA																																																																												
<b>Property Information</b> <u>Parcel ID:</u> 151-032224037000 <u>Document #</u> 2486317 <u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT	<b>Property Description</b> <i>For a complete legal description, see recorded document.</i> SUNSET HEIGHTS LOT 3,4 & E8 LOT 16 BLK 2 <u>Municipality:</u> 151-VILLAGE OF MT PLEASANT <u>Property Address:</u> 1830 GREEN BAY S RD																																																																												
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12/28/2018	141320	4016.98	0.00	0.00	4016.98																																																																								

\*No data found for Delinquent Tax Summary in 2018



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**Racine County**

Owner (s):

**CANNESTRA, PATRICK T  
CANNESTRA, CATHERINE S**

Location:

**Section, Sect. 24, T3N, R22E**

Mailing Address:

**PATRICK T CANNESTRA  
CATHERINE S CANNESTRA  
1830 GREEN BAY RD  
MOUNT PLEASANT, WI 53406**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-24-037-000 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**0.0000**

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

**SUNSET HEIGHTS LOT 3,4 & E8 LOT 16 BLK 2**

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

**1830 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.

<b>Tax Year*</b>	<b>Tax Bill</b>	<b>Taxes Paid</b>	<b>Taxes Due</b>	<b>Interest</b>	<b>Penalty</b>	<b>Total Payoff</b>
2018	\$4,016.98	\$4,016.98	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,114.01	\$3,114.01	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$2,947.12	\$2,947.12	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$2,960.85	\$2,960.85	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,800.21	\$2,800.21	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,929.41	\$2,929.41	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$3,050.55	\$3,050.55	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,036.84	\$3,036.84	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$3,345.64	\$3,345.64	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,258.50	\$3,258.50	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$3,068.76	\$3,068.76	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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



Document #: **2486317**

Date: 02-08-2018 Time: 01:43 PM Pages: 3

Fees: \$30.00 County: RACINE State: WI

Requesting Party: Inspire Closing Services, LLC

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 8M

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Inspire Closing Services, LLC\*\*

**GENERAL WARRANTY DEED**

Return To: 188621  
Inspire Closing Services, LLC  
420 Rouser Road, Suite 500  
Moon Township, PA 15108  
(877) 901-1629

**PARCEL IDENTIFICATION NUMBER: 151-03-22-24-037-000**

This instrument prepared by:

Jay A. Rosenberg, Esq., Member Wisconsin Bar, Rosenberg LPA, Attorneys At Law, 3805  
Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Exempt: Section 77.25(3): Corrective or Confirmatory Deed For No Consideration - executed for nominal, inadequate or no consideration, confirms, corrects or reforms a conveyance previously recorded.

**Patrick T. Cannestra and Catherine S. Moraza NKA Catherine S. Cannestra**, husband and wife, hereinafter grantors, whose tax-mailing address is 1830 S Green Bay Rd., Mount Pleasant, WI 53406, for \$0.00 (Zero Dollar and Zero Cents) in consideration paid, grant, with general warranty covenants to **Patrick T. Cannestra and Catherine S. Cannestra**, husband and wife for their joint lives, with the remainder to the survivor of them, hereinafter grantees, whose tax mailing address is 1830 S Green Bay Rd., Mount Pleasant, WI 53406, the following real property:

**SEE "EXHIBIT A" ATTACHED HERETO FOR LEGAL DESCRIPTION**


Prior instrument reference: 2461887 recorded on 04/12/2017



The real property described above is conveyed subject to general warranty covenants, the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantors, either in law or equity, to the only proper use, benefit and behalf of the grantees forever.

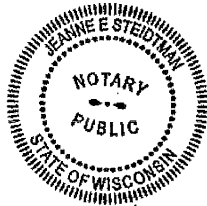
Executed by the undersigned on January 31, 2018:

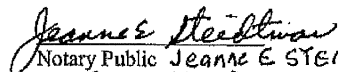
  
Patrick T. Cannestra

  
Catherine S. Moraza NKA Catherine S. Cannestra

STATE OF WISCONSIN  
COUNTY OF RACINE

The foregoing instrument was acknowledged before me on January 31, 2018 by Patrick T. Cannestra and Catherine S. Moraza NKA Catherine S. Cannestra who are personally known to me or have produced Photo Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



  
Notary Public JEANNE E STEIDMAN  
My Commission Expires: 02-28-2020



**EXHIBIT A  
(LEGAL DESCRIPTION)**

The following described real estate in Racine County, State of Wisconsin: Parcel I: Lots 3 and 4, and the East 8.58 feet of Lot 16, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. Excepting therefrom land conveyed by Warranty Deed dated October 21, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 18, 1974, in Volume 1245 of Records, page 266, as Document No. 948587. Said land being in the Village of Mt. Pleasant, County of Racine, and State of Wisconsin. Parcel II: A non-exclusive easement for ingress and egress for the benefit of Parcel I over the South 10 feet of Lot 2, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, and State of Wisconsin. Tax ID: 151-03-22-24-037-000

**PROPERTY ADDRESS: 1830 S GREEN BAY RD., MOUNT PLEASANT, WI 53406**



(State Bar of Wisconsin Form 7 - 2003)  
**TRUSTEE'S DEED**

Document Number

Document Name

**THIS DEED**, made between  
**Noel A. Hoover**

as Trustee(s) of  
**The Ilona D. Soderberg Revocable Trust**

("Grantor," whether one or more), and  
**Patrick T. Cannestra and Catherine S. Moraza** *husband + wife*

("Grantee," whether one or more).

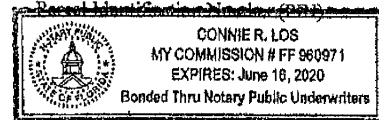
Grantor conveys to Grantee, without warranty, the following described real estate,  
together with the rents, profits, fixtures and other appurtenant interests, in  
**Racine** County, State of Wisconsin ("Property") (if more space is  
needed, please attach addendum): **See Attached Exhibit A**

Document #: **2461887**  
Date: 04-12-2017 Time: 08:35 AM Pages: 2  
Fee: \$30.00 County: RACINE State: WI  
Requesting Party: KBT - Racine  
Register of Deeds: TYSON FETTES  
RACINE COUNTY REGISTER OF DEEDS  
Transfer Fee: \$516.00  
\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to KBT - Racine\*\*

**Recording Area**

Name and Return Address  
**Patrick T. Cannestra & Catherine S. Moraza**  
**1830 S. Green Bay Rd.**  
**Racine WI 53406**

**51-151-03-22-24-037-000**



Dated April 6, 2017

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

*Noel A. Hoover*  
\_\_\_\_\_  
Noel A. Hoover, Trustee (SEAL)

\_\_\_\_\_  
(SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(if not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:  
**Jessica Ehlers, Scrivener / 873834**  
**Knight Barry Title, Inc.**



**ACKNOWLEDGMENT**

STATE OF Florida )  
 ) ss.

Indian River COUNTY)  
personally came before me on 4/6/17  
the above-named Noel A. Hoover, Trustee

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

*Connie R. Los*  
\_\_\_\_\_  
Connie R. Los  
Notary Public, State of Florida

My commission (is permanent)(expires: June 16 2020)

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

**NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED**

**TRUSTEE'S DEED**

©2003 STATE BAR OF WISCONSIN

FORM NO. 7-2003

\*Type name below signatures.

Knight Barry Title, Inc. • www.knightbarry.com



# **EXHIBIT A**

Parcel I: Lots 3 and 4, and the East 8.58 feet of Lot 16, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. EXCEPTING THEREFROM land conveyed by Warranty Deed dated October 21, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 18, 1974, in Volume 1245 of Records, page 266, as Document No. 948587. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

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For informational purposes only

Property Address: 1830 S. Green Bay Road, Racine, WI 53406

Tax Key No.: 51-151-03-22-24-037-000





Vol. 1245 PAGE 266

DOCUMENT NO.

This Indenture, Made by Samuel A. Preston and N. JoAnn Preston, his wife  
 grantors of Racine County, Wisconsin, hereby conveys and warrants  
 to The State of Wisconsin, Department of Transportation, Division of Highways  
 grantee of of County, Wisconsin,  
 for the sum of Nine-Hundred Thirty and 00/100 (\$930.00) 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. 32.10, 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. A. Preston hereunto set their hands, and seal of this 21<sup>st</sup> day of October, A.D., 19 74.

SIGNED AND SEALED IN PRESENCE OF

Scott L. WillmanScott L. WillmanSamuel A. PrestonN. JoAnn Preston

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine County, ss.The foregoing instrument was acknowledged before me this 21<sup>st</sup>day of October, A.D., 19 74

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 1.D. 2390-1-21Negotiated by Scott L. WillmanParcel No. 12

948567

1245-266

Nov. 18, 1974



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

That part of Lots 3 and 4, Block 2, Sunset Heights Subdivision lying easterly of a line which is 60.00 feet westerly 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 the northwest one-quarter of Section 24, Township 3 North, Range 22 East which is 938.63 feet South 89° 09' 45" East of the southwest corner of said northwest one-quarter; thence North 11° 49' 57" East 27.60 feet; thence North 19° 41' 15" East 1128.60 feet to a point of curve (from said point the long chord bears North 15° 09' 25" East 452.59 feet and the radius bears North 70° 18' 45" West 2864.79 feet); thence northeasterly along the arc of a 2° 00' curve to the left 453.07 feet; thence North 10° 37' 35" East 729.26 feet; thence North 11° 55' 02" East 398.21 feet to a point in the north line of said northwest one-quarter which is 916.98 feet North 89° 08' 17" West of the northeast corner of said Northwest one-quarter.

This parcel contains 0.04 Acre, more or less.

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 westerly 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 DEC 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.

Register's Office  
Racine County, Wis.

948587

Received for Record

18th day of

NOVEMBER 1974 at 8:38

o'clock A.M. and recorded in Volume 1245

of Records on page 266-267

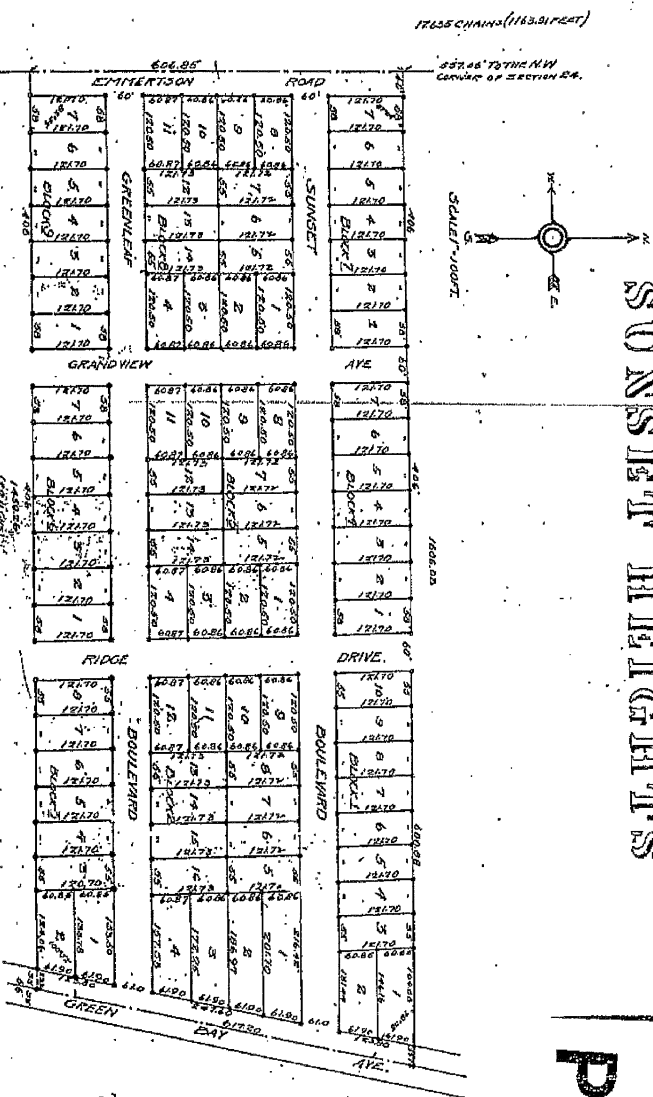
Stanley J. Bialicki  
Register of Deeds

3.00

VOL 1245 PAGE 267



Jan. 19, 1926





VOL 242 PAGE 527  
 In consideration of the sum of ONE HUNDRED (\$1.00) DOLLAR, and other valuable consideration, the receipt of which is hereby acknowledged, the SUNSET HEIGHTS ADDITION, hereby grants unto the WISCONSIN TELEPHONE COMPANY and the WISCONSIN GAS & ELECTRIC COMPANY, the right of easement to construct, maintain, and operate their respective poles, wires, cables, crossarms, and subway construction, together with such other appliances as may be necessary and usual, in the conduct of their respective businesses upon, over, and beneath the rear six (6) feet, and also the side six (6) feet where necessary, (poles to be set not to exceed one (1) foot from said lot lines), of all lots in this plat, known as SUNSET HEIGHTS, except lots number 2, 3, 4, 5, 6, 7, and 8, of block three (3), where the poles will be set at least six (6) feet north of South property line.

Also the right to cross any of the streets or alleys, with either subway or aerial construction from one block to another.

Also the right to trim any trees located on the property herein, described which may interfere with the service of either of the grantees hereto.

Said lots, blocks, streets and alleys, being known as SUNSET HEIGHTS ADDITION being a subdivision of a part of the Northwest quarter (NW<sub>1/4</sub>) of section #24, Township three (3) North, Range twenty-two (22) East, of the Fourth Principal Meridian, in the town of Mt. Pleasant, Racine County, Wis.

This grant extends to and is binding upon the heirs, successors and assigns of all of the parties hereto.

IN WITNESS WHEREOF, said grantor has caused these presents to be signed by its President, countersigned by its Secretary and its corporate seal affixed this

Second day of May 1928  
 IN THE PRESENCE OF:

William Mulberg.

Address R3 B1270 Racine

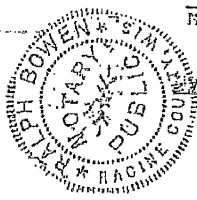
Arthur J. Jorgensen  
 1312 W. Town Ave.

STATE OF WISCONSIN }  
 COUNTY OF RACINE } SS

Personally came before me this Second day of May, A.D. 1928

John Jorgensen, Secretary, of the foregoing named corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same as their act for and on behalf of said corporation.

Ralph Bowen  
 Notary Public, Racine, County, Wis.



Commission expires July 12, 1931

344556

Sunset Heights Add.  
 Wisconsin Telephone Co.  
 Wisconsin Gas & Electric Co.

Easement

Register's Office  
 Racine County, Wis.  
 Received for Record  
 June 8, 1928 at 10:00 a.m.  
 and recorded in Volume 242 of Records page 527  
 By [Signature]  
 Deputy

344556

242-527

June 8, 1928



Racine County, Wis. } SS  
Received for Record 14th day of February, A.D. 1985 at 8:33 o'clock A.M. and recorded in Volume 1785 of Records on page 24

T.S.# 51-108-03-22-24-030-000

RELEASE OF EASEMENT

1187037

Helmut M. Schutten  
Register of Deeds

WHEREAS, on the 2nd day of May, 1928, THE SUNSET HEIGHTS ADDITION granted to WISCONSIN GAS & ELECTRIC COMPANY, its successors and assigns, certain easement rights, which easement rights are set forth in that certain document recorded in the Office of the Register of Deeds in and for Racine County, Wisconsin, on the 8th day of June, 1928, in Volume 242 of Deeds on Page 527 as Document No. 344556, and

WHEREAS, WISCONSIN NATURAL GAS COMPANY has been requested and is willing to release the easement rights from the force and effect of the aforesaid Document No. 344556;

NOW, THEREFORE, for and in consideration of the sum of \$1.00, the receipt whereof is hereby acknowledged, said WISCONSIN NATURAL GAS COMPANY does hereby release, discharge and abandon those easement rights heretofore mentioned.

IN WITNESS WHEREOF, said WISCONSIN NATURAL GAS COMPANY has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 26<sup>th</sup> day of August, 1985.

In Presence of:

★ WISCONSIN NATURAL GAS COMPANY

Gail Kruppstadt

By G. W. Bomler  
G. W. Bomler Vice President

Gail Kruppstadt

By R. W. Iselin  
R. W. Iselin Asst. Secretary

STATE OF WISCONSIN)  
:SS  
RACINE COUNTY )

Personally came before me, this 26<sup>th</sup> day of August, 1985, G. W. Bomler, Vice President, and R. W. Iselin, Asst. Secretary, of the above named corporation, Wisconsin Natural Gas Company, known to me to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said corporation, by its authority.



Martin Peterson  
Martin Peterson  
Notary Public, Racine County, WI  
My Commission expires 10-5-86.

This instrument was drafted by M. P. Peterson on behalf of Wisconsin Natural Gas Company.



VOL 316 PAGE 172

This Indenture, Made this 30th day of August, A. D. 1935  
between THOMAS P. JENSEN and ISSA JENSEN, his wife,

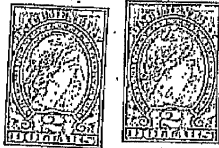
parties of the first part, and  
GEORGE CARLYLE MORRIS and MILDRED CARVER MORRIS, his wife, as joint tenants  
and to the survivor of them, parties of the second part,

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:

Lots Three (3), Four (4), Fifteen (15) and Sixteen (16), all in  
Block number Two (2), Sunset Heights, according to the recorded  
plat thereof, a subdivision of part of the Northwest Quarter of  
Section Twenty-four (24), Township Three (3), North, of Range  
Twenty-two (22), East; together with an easement for right of  
way purposes in, upon and over the South ten (10) feet in width  
of Lot number Two (2), Block Two (2), Sunset Heights, according  
to the recorded plat thereof.

As a part of the consideration for the parties of the first part con-  
veying to the parties of the second part the real estate above described, the  
parties of the second part assume and agree to pay that certain mortgage exe-  
cuted by Thomas P. Jensen and Issa Jensen, his wife, to the Home Owners'  
Loan Corporation of Washington, D. C., in the principal sum of \$10280.00,  
bearing date October 20, 1934, and recorded in the Office of the Register of  
Deeds for Racine County, Wisconsin, November 7, 1934, in Volume 311 of Mort-  
gages on page 143, Document #404214.



Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise  
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said 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 THOMAS P. JENSEN and ISSA JENSEN, 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 sealing  
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 hand and seal  
this 30th day of August, A. D. 1935.

SIGNED AND SEALED IN PRESENCE OF

Lewis J. Quinn  
George J. Jensen

Thomas P. Jensen (SEAL)  
Issa Jensen (SEAL)  
(SEAL)  
(SEAL)

411577

316-172

Aug. 31, 1935



State of Wisconsin,

RACINE

County.

ss.

VOL 316 PAGE 173

Personally came before me, this 30th day of August, A. D., 1935  
the above named THOMAS P. JENSEN and ISSA JENSEN, his wife,

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



*George A. Jensen*  
Notary Public Racine County, Wis.

My commission expires July 18, A. D., 1937

No. 411577

THOMAS P. JENSEN & WIFE

TO

GEORGE CARLYLE MORRIS &

WIFE.

Premises.

*Mary Ann Ryan*

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 31st day of

August A. D., 1935

at 12:45 o'clock P. M., and recorded in

Vol. 316 of Deeds, on page 173

*Julius A. Kumpf*  
Register of Deeds.

Deputy.

*Henry J. Ryan*



0000490

## Driveway Easement Agreement

Document Number

DOC # 2030207

Recorded  
MAY 24, 2005 AT 07:00PM

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of May, 2005 (date) by and between Judith K. Chiappetta (herein called "Chiappetta") and Susan L. Miller, a single person, (herein called "Miller").

## WITNESSETH:

WHEREAS, Chiappetta is the owner of property described as Parcel I on Exhibit "A" attached hereto and made part hereof. Miller is an owner of property described as Parcel II on Exhibit "A". There presently exists an easement for right of way purposes over the south ten feet of Parcel I as created by Warranty Deed recorded as Document No. 411577. Chiappetta and Miller desire to jointly use the driveway which serves the rear of Parcel I and the side of Parcel II, as it currently exists, in accordance with the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual promises herein given and other good and valuable consideration, it is agreed by and between the parties as follows:

FIRST: The parties hereby grant and convey to each other an easement for ingress and egress over, across or through such real estate as is owned by either one or all of them upon which is situated the aforesaid driveway. The real estate upon which the driveway is situated, in whole or in part, is hereinafter called the "Driveway Parcel" and is labeled as "Driveway Parcel" on Exhibit "B." Each party shall i) utilize the Driveway Parcel only for ingress and egress to their respective parcels of real estate and ii) not park or store any vehicle, boat or trailer on the Driveway Parcel in such a manner as to interfere in any way whatsoever with such ingress and egress.

SECOND: It is agreed by and between the parties hereto that all maintenance charges, repairs, or improvements to the Driveway Parcel shall be initiated and paid for by the owners of Parcel II.

THIRD: Each of the parties hereto does hereby grant to each other an easement over, across or through their respective parcels as shall be reasonably necessary for the maintenance and repair of the driveway as shall be necessary to carry out the purposes of the Agreement. It is understood that any damage or disturbances which may be caused to any of the parcels in the exercise of such easement shall be promptly repaired by the owner(s) of the parcel for whose benefit such exercise has been undertaken.

FOURTH: The easements declared under this Agreement shall remain in force in perpetuity from the date of the execution of this Agreement, or until the earlier of termination by agreement of the parties, and shall be binding upon the owners of Parcels I and II, their successors and assigns.

Susan L. Miller  
Susan L. Miller

Judith K. Chiappetta  
Judith K. Chiappetta

## ACKNOWLEDGEMENT

STATE OF WISCONSIN)

(SS

COUNTY OF RACINE )

Personally came before me this 16<sup>th</sup> day of MAY, 2005 the above named

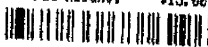
person(s) who executed the foregoing instrument and acknowledge the same. \_\_\_\_\_ to me known to be the

Randal F. Samsen Randal F. Samsen  
Notary Public, RACINE County, Wisconsin

My Commission expires: 9-4-05

Drafted By: Judith K. Chiappetta

James A. Ladwig

JAMES A. LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$15.00  


## Recording Area

Name and Return Address  
Judith Chiappetta  
5811 Sunset Blvd.  
Racine, WI 53406

51-151-03-22-24-036-000  
51-151-03-22-24-037-000  
Parcel Identification Number (PIN)



0000491

"EXHIBIT A"

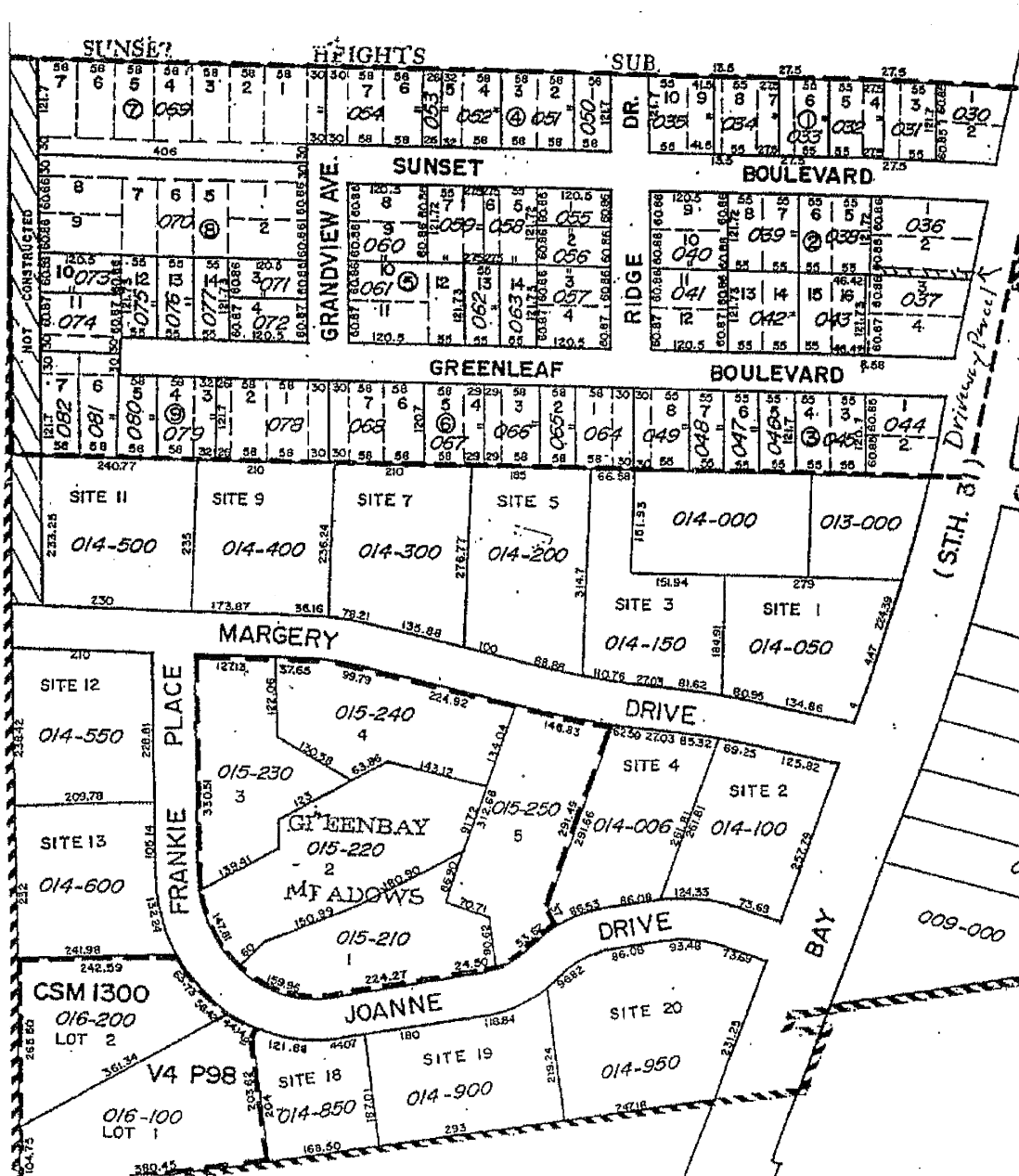
**Parcel I:** Lots 1 and 2, Block 2, Sunset Heights, according to the recorded plat thereof. Excepting lands conveyed for highway purposes recorded in Volume 1244 of Records, Page 381, as Document No. 948234. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

**Parcel II:** Lots 3 and 4 and the East 8.58 feet of Lot 16, Block 2, Sunset Heights, being a subdivision of part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East. Excepting therefrom land conveyed by Warranty Deed dated October 21, 1974 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on November 18, 1974 in Volume 1245 of Records, page 266, as Document No. 948587. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.



**727.41.**

010-000





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 Edmunds*  
*Village of Mt. Pleasant*  
*6126 Durand Av.*  
*Racine, WI 53406*

*see attached parcel*  
*listing*

Parcel ID Number(s)

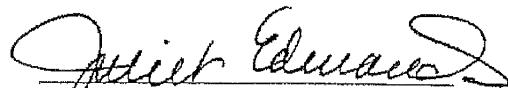


RESOLUTION NO. 3-98

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 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

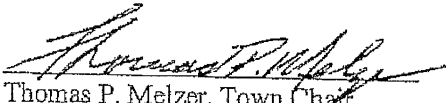
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

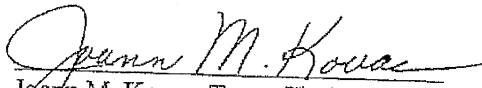
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

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.

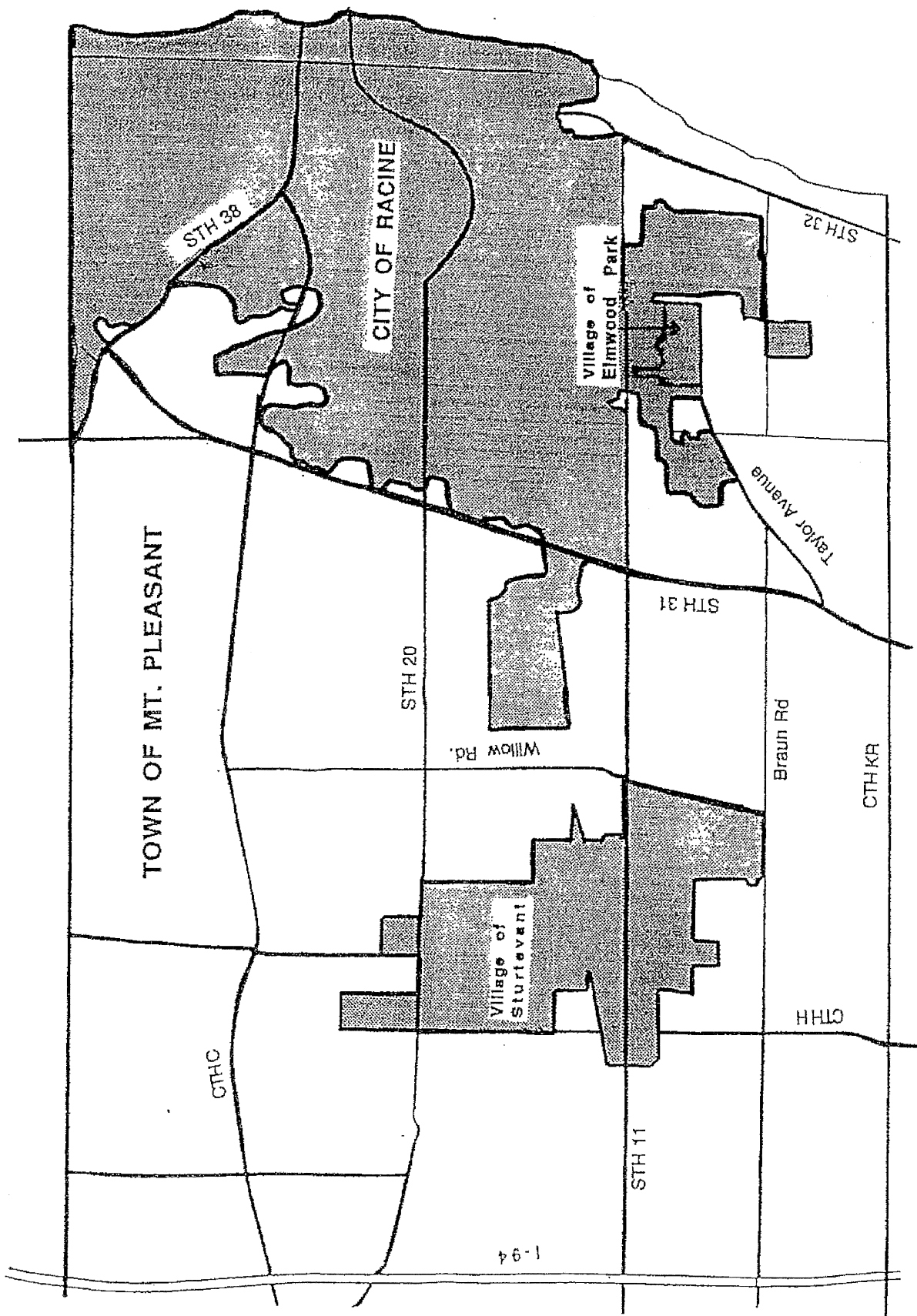
The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

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.







5501 151032222051000	5502 151032222052000	5503 151032222053000	5504 151032222054000	5505 151032222055000
5506 151032222056000	5507 151032222057000	5508 151032222058010	5509 151032222058020	5510 151032222058030
5511 151032222060000	5512 151032222061000	5513 151032222062000	5514 151032222063000	5515 151032222100000
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
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5541 151032223042000	5542 151032223044000	5543 151032223045000	5544 151032223046000	5545 151032223047000
5546 151032223048000	5547 151032223049000	5548 151032223050000	5549 151032223051000	5550 151032223052000
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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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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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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
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5716 151032225025030	5717 151032225025040	5718 151032225026000	5719 151032225026010	5720 151032225027010



Document #: 2486318  
Date: 02-08-2018 Time: 01:43 PM Pages: 18  
Fee: \$30.00 County: RACINE State: WI  
Requesting Party: Inspire Closing Services, LLC  
Register of Deeds: TYSON FETTES  
RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Inspire Closing Services, LLC\*\*

## Mortgage

### Document Number

Return To: 188621  
Inspire Closing Services, LLC  
420 Rouser Road, Suite 500  
Moon Township, PA 15108  
(877) 901-1629

### Parcel Identifier Number

151-03-22-24-037-000

### FHA Case No.

581-5570780-703

MIN: 1000730-0102698826-9

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 21 and 25. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated January 31, 2018, together with all Riders to this document.
- (B) "Borrower" is Patrick T. Cannestra and Catherine S. Cannestra, husband and wife

Borrower is the mortgagor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Freedom Mortgage Corporation

Lender is a Corporation

264862131  
FHA Mortgage With MERS-WI  
Bankura Systems VMP ©  
Wolters Kluwer Financial Services

0102698826 (rev. 8/10)  
VMP4N(WI) (1008) 00  
Page 1 of 17



organized and existing under the laws of The State of New Jersey  
Lender's address is 907 Pleasant Valley Av Ste 3, Mount Laurel, NJ 08054

- (E) "Note" means the promissory note signed by Borrower and dated January 31, 2018. The Note states that Borrower owes Lender One Hundred Sixty Six Thousand Three Hundred Forty Eight and 00/100 Dollars (U.S. \$166,348.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2048.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider     | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Other                     |  |   |
| <input type="checkbox"/> Rehabilitation Loan Rider |  |   |
- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.



- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Racine  
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 1830 S Green Bay Rd

Mount Pleasant  
("Property Address");

(City), Wisconsin 53406

(Street)  
(Zip Code)



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as expressly stated otherwise in this Security Instrument or the Note, all payments accepted and applied by Lender shall be applied in the following order of priority:



First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing



the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the



Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless



Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release



in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

- 13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Lender agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

- 15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.



As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.



- 19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

- 20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.
- 21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

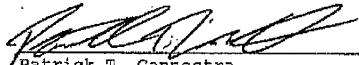


23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Attorneys' Fees in Appellate and Bankruptcy Proceedings.** Subject to the provisions of Section 25, as used in this Security Instrument and the Note, Reasonable Attorneys' Fees and attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
25. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" and "attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.
26. **Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
27. **Waivers.** Borrower waives all right of homestead exemption in the Property.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)  
Catherine S. Cannestra -Borrower

 (Seal)  
Patrick T. Cannestra -Borrower

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

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

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.



**Acknowledgment**

State of WISCONSIN

County/City of Racine/Racine

This instrument was acknowledged before me on January 31, 2018 by

Catherine S. Cannestra and Patrick T. Cannestra

Jeane E. Steidtmann  
Notary Public Jeane E. Steidtmann

My commission expires: 02-22-2020

This Instrument was Drafted by:

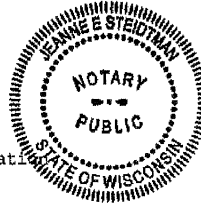
Michelle Morgan  
907 Pleasant Valley Ave Ste 3  
Mount Laurel, NJ 08054

Loan Origination Organization: Freedom Mortgage Corporation

NMLS ID: 2767

Loan Originator: James John Wehman III

NMLS ID: 275470





**EXHIBIT A**

The following described real estate in Racine County, State of Wisconsin:

**Parcel I:**

Lots 3 and 4, and the East 8.58 feet of Lot 16, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East.

Excepting therefrom land conveyed by Warranty Deed dated October 21, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 18, 1974, in Volume 1245 of Records, page 266, as Document No. 948587. Said land being in the Village of Mt. Pleasant, County of Racine, and State of Wisconsin.

**Parcel II:**

A non-exclusive easement for ingress and egress for the benefit of Parcel I over the South 10 feet of Lot 2, Block 2, Sunset Heights, being a Subdivision of part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, and State of Wisconsin.

Tax ID: 151-03-22-24-037-000



# ASSIGNMENT

*Cornie C. Madsen*

CORNIE COBB MADSEN  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to Freedom Mortgage - Lien Release Team eP  
Pages: 2

Document Number

When Recorded Return To:

RoseAnn McKenry  
Freedom Mortgage Corporation  
20 Lake Center Drive  
Marlton, NJ 08053

Parcel ID No.: 151-03-22-24-037-000



THIS IS A STYLE "B" FORM UNDER WIS ACT 110 WITH 3X3 SPACE IN UPPER RIGHT CORNER

Racine, Wisconsin  
Freedom Mortgage Corporation#: 0102698826, "Cannestra"  
MIN #: 100073001026988269 SIS #: 1-888-679-6377

Date of Assignment: July 31st, 2019

Assignor: Mortgage Electronic Registration Systems, Inc., solely as nominee for Freedom Mortgage Corporation, its successors and assigns, with the lending institution having an address of P.O. Box 2026, Flint, MI 48501-2026  
Assignee: Freedom Mortgage Corporation at 907 Pleasant Valley Ave, Ste 3, Mount Laurel, NJ 08054

Executed By: Patrick T. Cannestra and Catherine S. Cannestra, husband and wife To: Mortgage Electronic Registration Systems, Inc., solely as nominee for Freedom Mortgage Corporation, its successors and assigns  
Dated: 01-31-2018 Recorded: 02-08-2018 as Instrument No. 2486318, Book/Reel/Liber N/A, Page/Folio N/A In the County of Racine, State of Wisconsin.

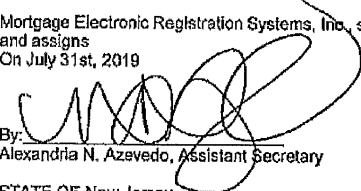
Property Address: 1830 S GREEN BAY RD, MOUNT PLEASANT, WI 53406

Legal: See Exhibit "A" Attached Hereto And By This Reference Made A Part Hereof

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$166,348.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's Interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

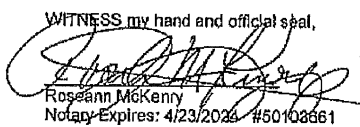
Mortgage Electronic Registration Systems, Inc., solely as nominee for Freedom Mortgage Corporation, its successors and assigns  
On July 31st, 2019

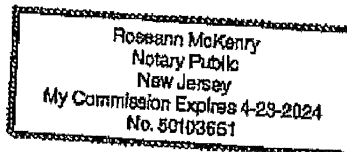
By:   
Alexandria N. Azevedo, Assistant Secretary

STATE OF New Jersey  
COUNTY OF Burlington

On July 31st, 2019, before me, Roseann McKenry, a Notary Public in and for Burlington in the State of New Jersey, personally appeared Alexandria N. Azevedo, Assistant Secretary, Mortgage Electronic Registration Systems, Inc., solely as nominee for Freedom Mortgage Corporation, its successors and assigns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
Roseann McKenry  
Notary Expires: 4/23/2026 #50103661



Prepared By: Lateef Smith, Freedom Mortgage Corporation 20 Lake Center Drive Marlton, NJ, 08053 (856) 690-5900



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