



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:12/19/19 9:33 am
Last Revised on:12/19/19 9:33 am
Printed on:12/19/19 9:34 am

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:Janee L. Tomlin

Property address:5811 Sunset Boulevard, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lots 1 and 2, Block 2, Sunset Heights, according to the recorded plat thereof. Said land being in the Village of Mt. Pleasant, Racine County, State of Wisconsin. EXCEPTING THEREFROM land conveyed in Document recorded in Volume 1244 of Records, page 381, as Document 949234.

Tax Key No: 151-03-22-24-036-000

Mortgages / Leases / Land Contracts / UCC

Mortgage from Janee L. Tomlin, a single woman to Network Funding, LP (MERS) in the amount of \$166,920.00 dated September 25, 2015 and recorded September 25, 2015 as Document No. 2418452.

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.

Judgments / Liens

None

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 \$2,935.77, and all prior years are paid.

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

Other Matters

None

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).



(38)

1079207

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:45:25 PM

<p style="text-align: center;">Owner Address</p> <p>TOMLIN, JANE L 5811 SUNSET BOULEVARD MT. PLEASANT, WI 53406</p>	<p style="text-align: center;">Owner</p> <p>JANE L TOMLIN</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032224036000</p> <p><u>Document #</u> 2418451</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>SUNSET HEIGHTS LOT 1,2 BLK 2 EXC V1244P381</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5811 SUNSET BLVD</p>																																																			
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*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

TOMLIN, JANE L

Location:

Section, Sect. 24, T3N, R22E

Mailing Address:

JANE L TOMLIN

School District:

4620 - UNIFIED SCHOOL DISTRICT**5811 SUNSET BOULEVARD****MT. PLEASANT, WI 53406**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-24-036-000 151-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 1,2 BLK 2 EXC V1244P381

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

5811 SUNSET BLVD RACINE, WI 53406

1 Lottery credit claimed effective 1/1/2014

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$2,935.77	\$2,935.77	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,262.83	\$3,262.83	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,555.60	\$3,555.60	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,563.17	\$3,563.17	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,368.65	\$3,368.65	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,523.94	\$3,523.94	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$3,345.12	\$3,345.12	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,191.44	\$3,191.44	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,990.71	\$2,990.71	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$2,913.82	\$2,913.82	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$2,746.86	\$2,746.86	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

LMT-61476

DOCUMENT NO.

This Indenture, Made by Frank A. Nelson and Ruth M. Nelson, his wife
 grantor A of W Racine County, Wisconsin, hereby conveys and warrants
 to the State of Wisconsin, Department of Transportation, Division of Highways
 grantee of X 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. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or order upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.13, 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 grantors ha whereunto set their hand s and seal s this 16th
 day of October, A.D., 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Frank A. Nelson

Ruth M. Nelson

Ruth M. Nelson

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine County, ss.

The foregoing instrument was acknowledged before me this 16th
 day of October, A.D., 1974

Frank A. Nelson and Ruth M. Nelson

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. 2390-1-21

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

Negotiated by Scott L. Willman

Vol 1244 PAGE 381

Parcel No. 22

948234

1244-381

Nov. 8, 1974

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

That part of Lots 1 and 2, 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 27.50 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 0.05 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.

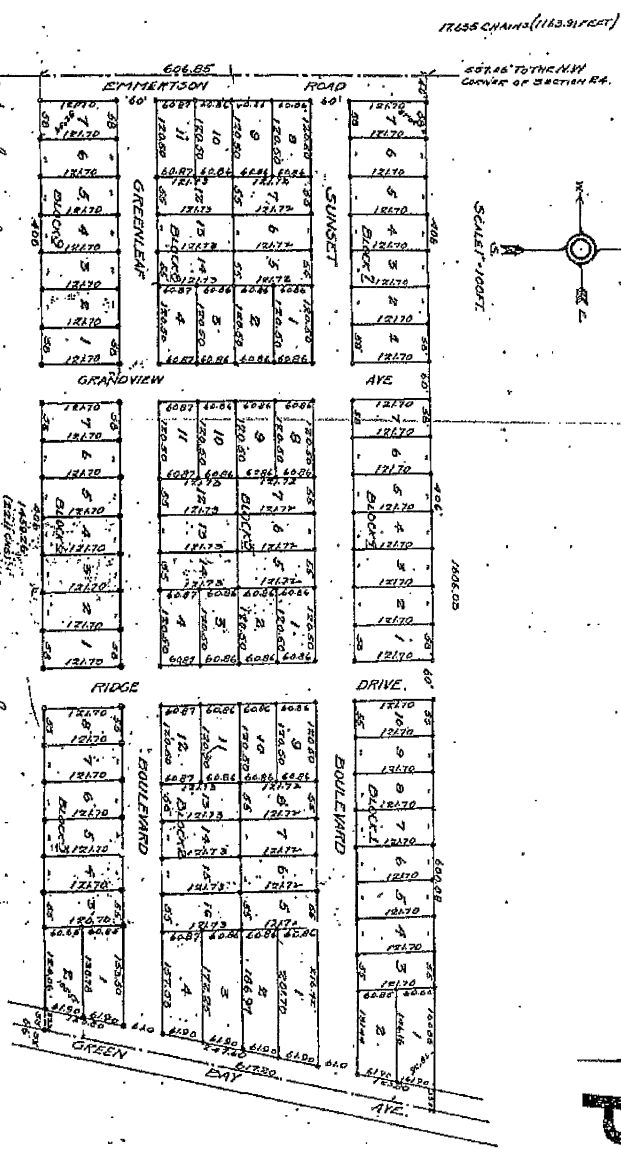
The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 8 1 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 } ss. 948234
Racine County, Wis.
Received for Record 8th day of Nov
November A.D., 1974
o'clock 12 M. and recorded in Volume 381
of Records on page 382

Stanley J. Bialecki
Registrar of Deeds
3.00

Jan. 19, 1928

[illegible]

VOL 242 CASE 527

In consideration of the sum of ONE AND NO/100 (\$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 1/4) 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 B1470 Racine

Arthur Lindgren
1312 W. Spruce Ave.

STATE OF WISCONSIN

SS

COUNTY OF RACINE

Personally came before me this Second

day of May, A.D. 1928

John Jorgensen, president, and
Robert 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
to

Wisconsin Telephone Co.
Wisconsin Gas & Electric Co.

Easement

Register's Office
Racine County, Wis.

Received for Record
June 8, 1928 at 10:22 a.m.
and recorded in Volume 242
of Records page 527

By
Register of Deeds

Deputy

344556

242-527

June 8, 1928

Racine County, Wis. } SS
Received for Record 14th day of February, A.D. 1985 at 2:33 o'clock P.M. and recorded in Volume 1785 of Records on page 24

T.S.# 51-108-03-22-24-030-OK
RELEASE OF EASEMENT
1187037

Melvin M. Schuttner
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 26th day of August, 1985.

In Presence of:

★ WISCONSIN NATURAL GAS COMPANY

Gail Kruppstadt

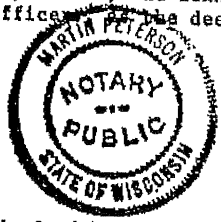
By G. W. Bomier
G. W. Bomier Vice President

Gail Kruppstadt

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

STATE OF WISCONSIN)
:SS
RACINE COUNTY)

Personally came before me, this 26th day of August, 1985, G. W. Bomier, 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.

8435 3214
400-1

VOL. 316 PAGE 172

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

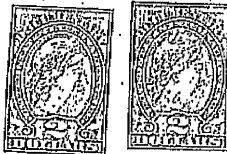
part 1st of the first part, and
GEORGE CARLYLE MORRIS and MILDRED CARVER MORRIS, his wife, as joint tenants
and to the survivor of them, part 1st of the second part,

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 Town of Mount Pleasant,
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 \$10250.00,
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 thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said parties of the second part, and to their heirs and assigns FOREVER.

And the said 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 enclosing
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
Issa 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.



Issa M. Jensen
Notary Public Racine County, Wis.

My commission expires July 18 A. D. 1937

No. 411577

THOMAS P. JENSEN & WIFE

TO

GEORGE CARLIER MORRIS &

WIFE.

Premises

Notary

This instrument should be immediately filed 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 11:50 o'clock A.M., and recorded in

Vol. 316 of Deeds, on page 173.

Julius A. Kemper
Register of Deeds.

Deputy.

Handwritten signature

0000490

Driveway Easement Agreement

Document Number

DOC # 2030207
Recorded
MAY 24, 2005 AT 07:00PM

THIS AGREEMENT, made and entered into this 16th 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 16th day of MAY, 2005 the above named

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

Notary Public, RACINE County, Wisconsin

My Commission expires: 9-4-05

Drafted By: Judith K. Chiappetta

James A. Ludwig

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



Recording Area

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

15

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

0000491

"EXHIBIT A"

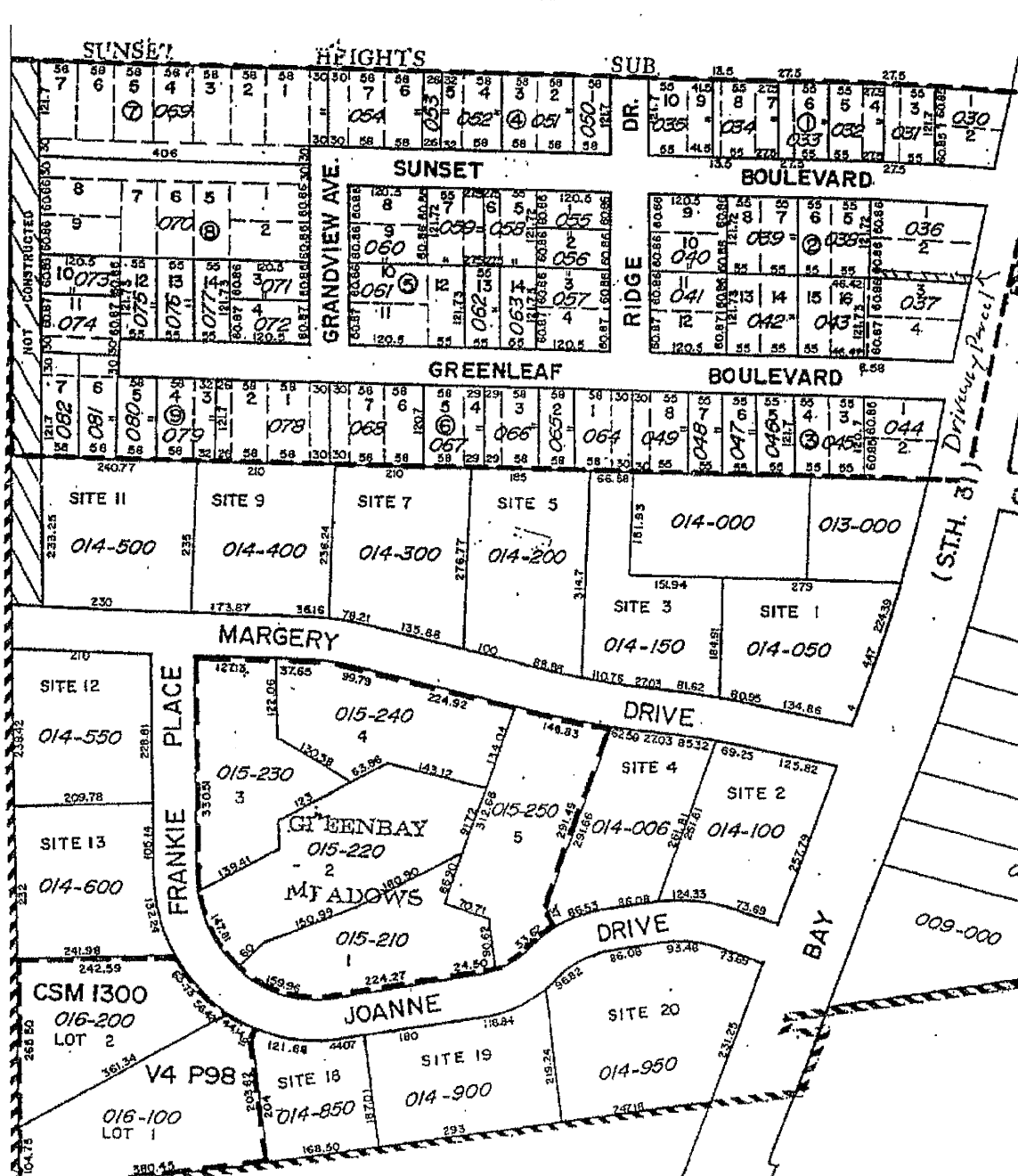
Parcel I: Lots 1 and 2, Block 2, Sunset Heights, according to the recorded plat thereof. Excepting lands conveyed for highway purposes recorded in Volume 1244 of Records, Page 381, as Document No. 948234. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

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 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, State of Wisconsin.

0000492

727.41

Exhibit "B"
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
RAVINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



103-

Return to Name and Address Below

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

see attached parcel
listing

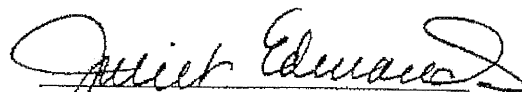
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the Town of ^{Village 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

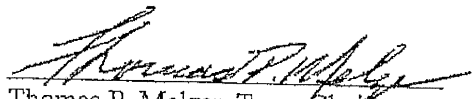
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

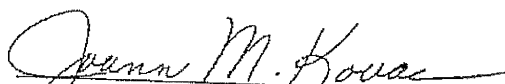
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

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.

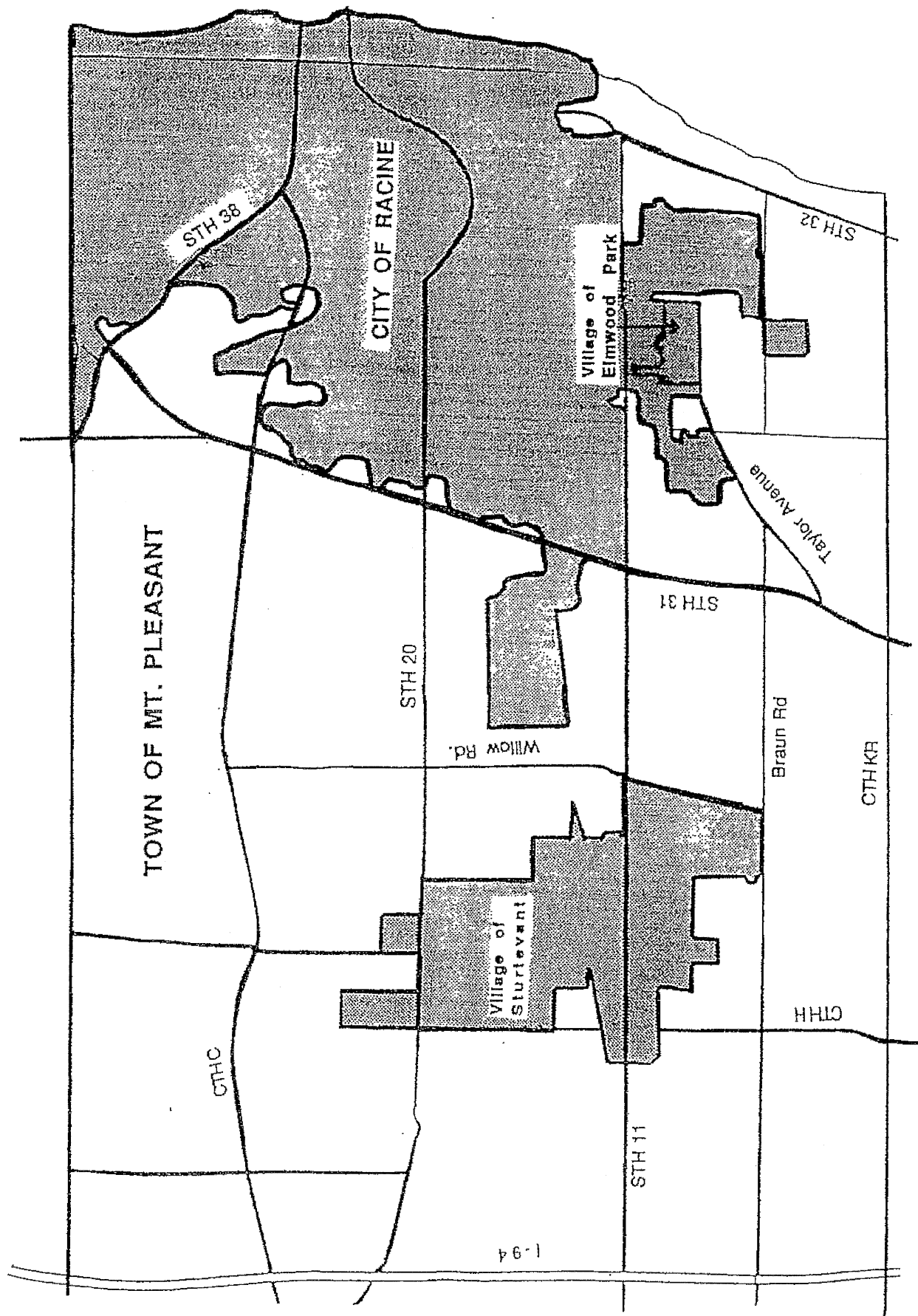
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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
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5516 151032222500000	5517 151032223001001	5518 151032223003000	5519 151032223005000	5520 151032223006000
5521 151032223007000	5522 151032223010000	5523 151032223011000	5524 151032223012000	5525 151032223013000
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5541 151032223042000	5542 151032223044000	5543 151032223045000	5544 151032223046000	5545 151032223047000
5546 151032223048000	5547 151032223049000	5548 151032223050000	5549 151032223051000	5550 151032223052000
5551 151032223053000	5552 151032223054000	5553 151032223055000	5554 151032223056000	5555 151032223057000
5556 151032223058000	5557 151032223059000	5558 151032223060000	5559 151032223061000	5560 151032223062000
5561 151032223063000	5562 151032223064000	5563 151032223065000	5564 151032223066000	5565 151032223067000
5566 151032223068000	5567 151032223069000	5568 151032223070000	5569 151032223071000	5570 151032223072000
5571 151032223073000	5572 151032223074000	5573 151032223075000	5574 151032223076000	5575 151032223077000
5576 151032223079000	5577 151032223080000	5578 151032223081000	5579 151032223082000	5580 151032223084000
5581 151032223085000	5582 151032223096000	5583 151032223096001	5584 151032223097000	5585 151032223098000
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5596 151032223109000	5597 151032223110000	5598 151032224001000	5599 151032224002010	5600 151032224002020
5601 151032224003000	5602 151032224004000	5603 151032224005000	5604 151032224006000	5605 151032224007000
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5651 151032224046000	5652 151032224047000	5653 151032224048000	5654 151032224049000	5655 151032224050000
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5676 151032224074000	5677 151032224075000	5678 151032224076000	5679 151032224078000	5680 151032224079000
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5696 151032225008000	5697 151032225009000	5698 151032225010000	5699 151032225011000	5700 151032225012000
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5711 151032225023000	5712 151032225024010	5713 151032225024020	5714 151032225025010	5715 151032225025020
5716 151032225025030	5717 151032225025040	5718 151032225026000	5719 151032225026010	5720 151032225027010

Document #: **2418452**

Date: 09-28-2015 Time: 08:45:14 AM Pages: 6

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Landmark Title of Racine

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

MORTGAGE

Document Number:

Return Address:

Network Funding, LP

9700 Richmond Ave., Ste. 320

Houston, TX 77042

Loan Number: 910700012444

MERS MIN No. 1000563-9990012090-5

Parcel I.D. Number: 151-03-22-24-036-000

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

FHA CASE NO.

581-5122522-703

THIS MORTGAGE ("Security Instrument") is given on September 25, 2015. The mortgagor is JANE L. TOMLIN, A SINGLE WOMAN ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. Network Funding, LP ("Lender") is organized and existing under the laws of the State of Texas and has an address of 9700 Richmond Ave., Ste. 320, Houston, TX 77042. Borrower owes Lender the principal sum of One Hundred Sixty-Six Thousand Nine Hundred Twenty Dollars (U.S. \$166,920.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 01, 2045. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in RACINE County, Wisconsin:

**LOTS 1 AND 2, BLOCK 2, SUNSET HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF.
EXCEPTING LAND 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, RACINE COUNTY, WISCONSIN.**

which has the address of 5811 SUNSET BOULEVARD, MOUNT PLEASANT, WI 53406 ("Property Address");

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

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

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

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 12 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

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.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) 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 requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **90 days** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **90 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement 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.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the

benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, including, but not limited to, reasonable attorneys' fees 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; (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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

21. Attorney's Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

--No Riders Required--

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


JANE L. TOMLIN

9.25.15

(Seal)

-Borrower

STATE OF WISCONSIN, Racine County

The foregoing instrument was acknowledged before me this
by JANE L. TOMLIN.

25th day of September, 2015

Eric D. Peterson

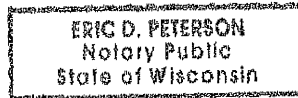
Notary Public

Eric D. Peterson

Name and title

My commission expires: 3-27-2017

This instrument was prepared by
Network Funding, LP
9700 Richmond Ave., Ste. 320
Houston, TX 77042



Loan Originator organization is Network Funding, LP, NMLSR# 2297 and the Primary Loan Originator is JENNIFER ELIZABETH JENSEN, NMLSR# 284588