Project ID: 2390-12-00/Racine

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

File Number: 1079293

Completed on:12/30/19 8:28 am Last Revised on:12/30/19 8:28 am

Printed on:12/30/19 8:28 am

Knight | Barr TITLE GROUP Integrity. Experience, Innovation.

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

Applicant Information

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

· [1] [1] [1] [1] [1] [1] [1] [1]

Sales Representative: Craig Haskins

Property Information (Note: values below are from the tax roll)

Effective Date: 11/20/2019 at 8:00 am

Owner(s) of record: Walnut Tree, LLC, a Wisconsin limited liability company

Property address:1448 S Green Bay Road (Parcel I) and, 1440 S Green Bay Road (Parcel II), Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel I: Lot 3 and the South ½ of Lot 2, Block 1, Van Wie Homesites, according to the recorded plat thereof. EXCEPTING THEREFROM land conveyed for highway purposes by deed recorded on November 19, 1974 in Volume 1245, Page 341, as Document No. 948638. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Parcel II: Lot 1 and the North ½ of Lot 2, Block 1, Van Wie Homesites, according to the recorded plat thereof. EXCEPTING THEREFROM land conveyed for highway purposes by deed recorded on November 22, 1974 in Volume 1245, Page 576, as Document No. 948809. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 151-03-22-13-199-000 (Parcel I) and 151-03-22-13-198-000 (Parcel II)

Mortgages / Leases / Land Contracts / UCC

None

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.

Easements, Restrictions and other matters contained in the instrument recorded November 12, 1929 in Volume 264, Page 169 as Document No. 361965.

Grant of Easement and other matters contained in the instrument recorded June 6, 1988 in Volume 1916, Page 22 as Document No. 1257863. (Parcel I)

Grant of Easement and other matters contained in the instrument recorded June 6, 1988 in Volume 1916, Page 25 as Document No. 1257864, (Parcel II)

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





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:12/30/19 8:28 am

Last Revised on:12/30/19 8:28 am

Printed on:12/30/19 8:28 am

General Taxes

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 \$3,344.52, and all prior years are paid. (Parcel I)

Taxes for the Year 2018 in the amount of \$4,668.11, and all prior years are paid. (Parcel II)

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

Other Matters

None

Footnotes

NOTE: Walnut Tree, LLC, may have been dissolved pursuant the Wisconsin Department of Financial Institutions on March 16, 2019.

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).





2018 Property Record | Racine County, WI

1079293

Assessed values not finalized until after Board of Review Property information is valid as of 11/12/2019 12:51:24 PM

Owner Address

WALNUT TREE LLC, 1144 S AIRLINE RD MOUNT PLEASANT, WI 53406

Property Information

Parcel ID:

151-032213199000

Document#

1876135

Tax Districts:

UNIFIED SCHOOL DISTRICT

Tax Information	Print Tax Bill
<u>installment</u>	<u>Amount</u>
First:	1,957.52
Second:	1,387.00
Third:	0.00
Total Tax Due:	3,344.52
Base Tax:	2,844.51
Special Assessment:	570.00
Lottery Credit:	0.00
First Dollar Credit:	69,99
Amount Paid: (View payment history info below)	3,344.52
Current Balance Due:	0.00
Interest;	0.00
Total Due:	0.00

Owner

WALNUT TREE LLC

Property Description

For a complete legal description, see recorded document.

VAN WIE HOMESITES LOT 3 S1/2 LOT 2 BLK 1 EXC R/W IN V1245 P341

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

1448 GREEN BAY \$ RD

		Land Valuat	ion	-	
Code	Acres	<u>Land</u>	<u>lmpr.</u>	<u>Total</u>	
2	0.26	\$141,400	\$700	\$142,100	
]	0,26	\$141,400	\$700	\$142,100	
Assessment Ratio: 0.9856968					
Fair Ma	rket Value	Į.		144200,00	

	Special Assessment Detail	
<u>Code</u>	Description	<u>Amount</u>
19	19 - DELINQUENT SEWER	515.00
24	24 - STORM WATER UTILITY FEE	55,00
		570.00

	Pay	ment History			
<u>Date</u>	Receipt	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/31/2018	148972	3344.52	0.00	0.00	3344,52



Racine County



Owner (s):

WALNUT TREE LLC

Location;

School District:

Section, Sect. 13, T3N, R22E

4620 - UNIFIED SCHOOL DISTRICT

Mailing Address:

WALNUT TREE LLC

1144 S AIRLINE RD

MOUNT PLEASANT, WI 53406-0000

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-199-000 151-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.): VAN WIE HOMESITES LOT 3 S1/2 LOT 2 BLK 1 EXC R/W IN V1245 P341

Site Address (es): (Site address may not be verified and could be incorrect, DO NOT use the site address in lieu of legal description.)
1448 GREEN BAY RD S RACINE, WI 53406

0 Lottery credits claimed

Tax History

^{*} Click on a Tax Year for detailed payment information.

Tax Year	* Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$3,344.52	\$3,344.52	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$4,327.06	\$4,327.06	\$0.00	\$0.00	\$0,00	\$0.00
2016	\$3,278.88	\$3,278.88	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,278,23	\$3,278.23	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,099.91	\$3,099.91	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,241.08	\$3,241.08	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$3,365.06	\$3,365.06	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,160.55	\$3,160.55	\$0.00	\$0.00	\$0.00	\$0,00
2010	\$1,847.46	\$1,847.46	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$2,040.33	\$2,040.33	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$1,875.36	\$1,875.36	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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



2018 Property Record | Racine County, WI

1079293

Assessed values not finalized until after Board of Review Property information is valid as of 11/12/2019 12:52:19 PM

Owner Address

WALNUT TREE LLC, 1144 S AIRLINE RD MOUNT PLEASANT, WI 53406

Property Information

Parcel ID:

151-032213198000

Document #

1876 (35

Tax Districts:

UNIFIED SCHOOL DISTRICT

Tax Information	Print Tax Bill
<u>Installment</u>	<u>Amount</u>
First:	2,662.11
Second:	2,006,00
Third:	0.00
Total Tax Due:	4,668.11
Base Tax:	4,083.60
Special Assessment:	654.50
Lottery Credit:	0.00
First Dollar Credit:	69.99
Amount Paid: (View payment history info below)	4,668.11
Current Balance Due;	00.0
Interest:	0.00
Total Due:	0.00

Owner

WALNUT TREE LLC

Property Description

For a complete legal description, see recorded document.

VAN WIE HOMESITES LOT 1 & N1/2 LOT 2 BLK 1 EXC V1245P576

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

1440 GREEN BAY S RD

Land Valuation								
<u>Code</u>	Acres	<u>Land</u>	<u>lmpr.</u>	<u>Total</u>				
2	0.30	\$163,100	\$40,900	\$204,000				
•	0.30	\$163,100	\$40,900	\$204,000				
Assessr	nent Ratio	9.0	856968380					
Fair Market Value: 207000.0								

	Special Assessment Detail	
<u>Code</u>	<u>Description</u>	Amount
19	19 - DELINQUENT SEWER	515.00
21	21 - FIRE/AMBULANCE	62.50
24	24 - STORM WATER UTILITY FEE	77.00
		654,50

	Pay	ment History			
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/31/2018	148974	4668.11	0.00	0.00	4668.11





Racine County

Owner (s):

WALNUT TREE LLC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address;

School District:

WALNUT TREE LLC 1144 S AIRLINE RD

4620 - UNIFIED SCHOOL DISTRICT

MOUNT PLEASANT, WI 53406-0000

Request Mailing Address Change

Tax Parcel ID Number:

Tax District;

Status:

151-03-22-13-198-000 151-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.): VAN WIE HOMESITES LOT 1 & N1/2 LOT 2 BLK 1 EXC V1245P576

Site Address (es): (Site address may not be verified and could be incorrect, DO NOT use the site address in lieu of legal description,) 1440 GREEN BAY RD S RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$4,668.11	\$4,668.11	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$5,013,98	\$5,013.98	\$0,00	\$0.00	\$0.00	\$0.00
2016	\$4,674.63	\$4,674.63	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$4,674.52	\$4,674.52	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$4,422.46	\$4,422.46	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$4,557.94	\$4,557.94	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$4,448.80	\$4,448.80	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$4,161.74	\$4,161.74	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,995.28	\$2,995.28	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,304.55	\$3,304.55	\$0,00	\$0.00	\$0.00	\$0.00
2008	\$3,022.40	\$3,022.40	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for: walnut tree	Search Records Search Records						
Corporate Records Result of lookup for W044343 (at 12/10/2019 10:10 AM							
WALNUT	TREE, LLC						
You can: File an Ann	ual Report - Request a Certificate of Status - File a Registered Agent/Office Update Form						
Vital Statistics							
Entity ID	W044343						
Registered Effective Date	01/01/2003						
Period of Existence	PER						
Status	Administratively Dissolved Request a Certificate of Status						
Status Date	03/16/2019						
Entity Type	Domestic Limited Liability Company						
Annual Report Requirements	Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.						
Addresses							
Registered Agent Office	BARB HILBERT 1144 S. AIRLING ROAD MOUNT PLEASANT , WI 53406						
	File a Registered Agent/Office Update Form						
Principal Office	3239 S 76TH STREET FRANKSVILLE , WI 53126 UNITED STATES OF AMERICA						
Historical Informatio							

Annual Reports

Year	Reel	lmage	Filed By	Stored On
2016	000	0000	online	database
2015	000	0000	enilno	database
2014	000	0000	enilno	database
2013	000	0000	enline	database
2010	111	1111	paper	lmage
2006	.000	0000	online	database
2005	111	1111	paper	lmage
2004	111	1111	paper	image

File an Annual Report - Order a Document Copy

Certificates of Newly-elected Officers/Directors

None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
01/01/2003	Organized	12/20/2002	eForm
09/19/2006	Change of Registered Agent	09/19/2006	FM516-E-Form
01/01/2008	Delinquent	01/01/2008	The second secon
01/11/2010	Notice of Administrative Dissolution	01/11/2010	
03/16/2010	Administrative Dissolution	03/16/2010	- And Andready of the State of
10/13/2010	Restored to Good Standing	10/19/2010	HEMMONIMINAMALE AND A STREET, TOWNS
10/13/2010	Certificate of Reinstatement	10/19/2010	H & Fello Hand All Loberton Land Community Com
10/13/2010	Change of Registered Agent	10/19/2010	FM 516 2010
01/01/2012	Delinquent	01/01/2012	
01/07/2013	Notice of Administrative Dissolution	01/07/2013	***************************************
02/12/2013	Restored to Good Standing	02/12/2013	E-Form
02/12/2013	Change of Registered Agent	02/12/2013	FM516-E-Form
03/01/2014	Change of Registered Agent	03/01/2014	FM516-E-Form
03/11/2016	Change of Registered Agent	03/11/2016	OnlineForm 5
01/01/2018	Delinquent	01/01/2018	THE PERSON NAMED OF THE PE
01/14/2019	Notice of Administrative Dissolution	01/14/2019	ни меня и меня не
03/16/2019	Administrative Dissolution	03/16/2019	The state of the s

Order a Document Copy

Document Number	STATE BAR OF WISCONSIN FO QUIT CLAIM DEE		DOC # 1876135
This Deed, made betw	gen Ernest Hilbert a/k/a Ernest M. H	lilbert	JAN. 17,2003 AT 02:20PM
	LC, a Wisconsin limited liability com		MARK LADD RACINE COUNTY REGISTER OF DEEDS Feb Asount: \$11.00
Grantee.			Fee Exempt 77.25-(158)
	o Grantee the following described re County, State of Wisconsina addendum):	eal estate in n (if more	
thereof excepting lands convey	Wie Homesites, acording to the recorded for highway purposes by deed reco i Records, page 341 as document no. 9 Mt. Pleasaent.	rded on	Recording Area Name and Return Address Wyant Law Offices, S.C. Box 240
Together with all appurtenant Duted this~~~3	rights, title and interests. day of Q & , 2	50 L.	51-068-03-22-13-199-000 and 51-068-03-22-13-198-000 Parcel Identification Number (PIN) Thisis nothomestead property. (is) (is not)
		` <i>\</i>	Sal Allen
*		* Ernest N	I. Hilbert
		*	4.5
	FICATION	STATE O	ACKNOWLEDGMENT F Wiscensin)
Signature(s) Ernest M. Hilbert		Racino) ss. County)
Atty. C. Judley Wyant	day of Dec , 2012	Pers Ernest M. 1	onally came hefore me this day of, the above named
IITLE: MEMBER STATE B. (If not, authorized by § 706,06, Wis		to me know	n to be the person(s) who executed the foregoing and acknowledged the sume,
THIS INSTRUMENT W Yyant Law Offices, S.C. by At	AS DRAFTED BY	*	ile, State of Wisconsin
Siguatures may be authenticated or a	eknowledged, Both are not necessary.)	My Commi	ession is permanent. (If not, state expiration date:
Names of persons signing in any cape UIT CKAIM DEED	eity must be typed or printed below their sig STATE BAR OF V FORM No. 3	WISCONSIN	INFO-PRO (800)856-2021 www.lnfoproforms.com

DOCUMENT

necessary.)

WARRANTY DEED

Mannes of persons algoring in any capacity should by typed or printed below their algorithms.

R48198

1598420

STATE BAR OF WISCO WARRAN

DNSIN FORM 1 – 1982	REGISTER'S OFFIC
ITY DEED	RACINE COUNTY,

RECORDED. DOCUMENT NO. 97 0CT 13 PM 3: 20 This Deed, made between 11oyd A. Pedersen and Garol A. Pedersen, husband and wife XXXXX Ernest Hilbert and VENDEE XXXXX Witnesseth, That the said Grantor, for a valuable consideration. THIS BRADE RESERVED FOR RECORDING DAYA. conveys to Grantee the following described real estate in Racine NAME AND RETURN ADDRESS County, State of Wisconsin: Ernest Hilbert 1448 S. Greenbay Rd. Racine, WI 53406 Wisconsin Real Estate Transfer Tax \$ 046.00 51-008-03-22-13-199-000 PAROEL IDENTIFICATION NUMBER Lot 3, and the South 1/2 of Lot 2, Block 1, Van Wie Homesites, according to the recorded plat thereof. EXCEPTING THEREFROM land conveyed for highway purposes by deed recorded on November 19, 1974 in Volume 1245 of Records, at page 341, as Document No. 948638. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin. **This deed is being executed in fulfillment of a land contract dated October 26th, 1989 for \$82,000.00 between Lloyd A. Pedersen and Carol A.Pedersen as Vendor and Ernest Hilbert as Vendee. _ homestead property. This is not (Is not) (is) Together with all and singular the hereditaments and appurtenances thereumo belonging; And Lloyd A. Pedersen and Carol A. Pedersen warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoming ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of ologing, and will warrant and defend the same. (SEAL) ACKNOWLEDGMENT AUTHENTICATION State of Wisconsin, Signature(s) ___ Racine Personally came before me this _ authenticated this ______ day of _______, 19____ October , 19.97 _, the above named Lloyd A. Pedersen and Carol A. Pedersen. TITLE: MEMBER STATE BAR OF WISCONSIN (If not, ______ sotherized by \$706.06, Wis. Stats.) to me known to be the person &____, who executed the foregoing instrument and acknowledge the same. Erwint. Helsen THIS INSTRUMENT WAS DRAFTED BY Atry Jeffrey B. Green ERIVIN T NELSEN Notary Public, Racine _, County, Wis. My commission is permanent—(if not, state expiration date: fxpires MARCH 1, 200/, 17) (Signatures may be authenticated or acknowledged. Both are not

STATE DAR OF WISCONSIN Form No. 1 - 1982

Wisconsin Legal Blank Co., Inc Milwoukse, Wis

To 262 LEASE-with Water Clause-Commercial



Wisconsin Logal Hunk Company

This indenture, Made this by and between Lloyd A. Pedersen of the Town of Yorkville and Brnest Hilbert 3239 S. 7	26th day	October	19.89
by and between Lloyd A. Pedersen	and Carol A. Pe	dersen, his wife	, lessor,
of the Town of Yorkville	County of Racin	k Sigle of Wiscons	in,
and Ernest Hilbert 3239 S. 7	76th St., Franksvill	e, WI 53126	lesseo,
of the Town of Raymond	County of Ras in County of	State of Wiecons	inn

Witnesseth, That the said lesser does hereby loase, domise and let unto the said lessee the following described promises, in the TOMO of Mt. Pleasant County of Racing.

State of Wisconsin known as No. 1448 South Green Hay Road Shoot to-wit: Lat 3 & the South 2 of Lat 2. Block 1. Ven Wie Hamesites, according to Recorded Plat the above described premises to be used as Mish-Tach Starce & Hame Security Systems salen on the 1st floor and an apartment on the 2nd floor.

To hold for the term of five (5) years beginning on the let day of Nevember 19.82, and ending on the 315 day of October 19.94, the said lessed yielding and paying therefor the total rent of Fifty Four Thousand Dallars (\$54,000.00 Dollars, for the term, payable as follows: Nine Hundred Dallars (\$900.00). In advance on the 1st day of each and every worth during the ream of this Lease. Said rent shall be paid at 3413-57th Drive. Unlow Grove, WI 53182. There shall be no security Deposit required from the Lessee.

from the Lessee.

The acceptance by the lesser of one month's rent for the first month after the expiration date of this lease shall constitute a renewal for a period of one month only and each subsequent acceptance of a month's rent shall constitute a further renewal for a like period.

The lesses further agrees to obey all ordinances of the Town. 5. County... in regard to cleaning of the streets, alleys and sidewalks in front of the premises hereby leased and any and all lawful orders, rules and regulations of the proper health officers of said... Town... 5. County...

And that the said lessee will, during the last six weeks of said term, allow to be put up and will safely keep in such conspicuous part of said premises as lesser shall designate, a sign or cord, showing that said premises are "To Let" or "For Ront" and the place of inquiry, such card or sign to be furnished for that purpose by said lessor.

And the said lessor may enter to view the premises hereby leased for the purpose of examining or exhibiting the same or making whatever repairs or alterations on said premises the lessor may deem necessary; and may expel the lessor il...Lessee shall fail to pay the rent and assessments, or refuse to obey the said ordinances and rules and regulations as aloresaid, or shall underlesse the premises or any part thereof, or assian this lease without the consent of the lessor, in writing.

LESSEE:

1

- 1. Has Lessor's permission to sublet the premises and to make leasehold improvements to the premises subject to the building code and restrictions of the municipalities retriented above.
- Shall obtain Zening, conditional use permits and building permits for the premises to conduct his business.
- 3. Shall pay to the Lessor, when billed by the Lessor, the real estate taxes and the general fire and comprehensive insurance and the public liability insurance.

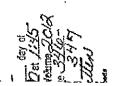
 Lessoc shall provide and pay for Lessoc's contents and inventory and public liability insurance and furnish copies of the insurance policies to the Lessor.
- 4. Shall have the option to purchase the leased premises at any time during the term of this Lease at the price of Eighty Two Thousand Dollars (\$82,000.00) when there is financing available to him. This option shall be exercised prior to the end of the term of this lease, October 31, 1994.

LESSOR:

If and in the event the Lessee should neglect, fail or refuse to pay the stipulated rent as herein provided within a period of 15 days from the date on which the same became due, then the Lessor shall have the immediate right, at their option; to enter and take possession of said leased premises in accordance with the same terms and conditions as are set forth in the paragraph marked **. ** And the said lessee further covenants and agrees to pay and discharge all reasonable costs, alterney's fees and expenses that shall be made and incurred by the said lesser in enforcing the covenants and correction of this leave. The words "lessor" and "lesseo" when used herein shall be taken to mean either the singular or the plural, as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respirity parties. In Witness Whereof, the said parties have become set their hands and seals the day and year State of WisconsinRacine County. Personally came before me, this 26th day of getober the above named ___Lloyd_A__Padarsan, Carel_A__Padarsan, Lessors_and_Ernest_Hilbert,____ to me known to be the person. R. who executed the foregoing justifyment and acknowledged the same. Racine County, Wis. My commission expires..... GUARANTEE of the part........... of the second part in the within Lease in the manner and form as in said Lease provided.

1309314

rva 2012 mai 347



5 53183-

DOCUMENT NO.

			orsan, His.Wife	
grantur S to State of	of Racine fWisconsin Department	of Transportation	Wisconsin, hereby conveys and warr	rants
for the sum of	One Thousand Three Hur	of odred and No/100	(\$1,300.00) pollers	nsin,.

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 Rems of damage set forth in sec. 32.09. Wisconin Statutes, assuming the completion of the improvement contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional times of damage fixed in sec. 32.19. Wisconin literates, has not been included. If any such itema are shown to exist the owner may the claims as provided in sec. 12.20. Wisconin literates. IN WITNESS WHEREOF, the said grantors, have hereunto set. Thele, hand S, and seal S. day of ________, A.D., 19.74... SIGNED AND SEALED IN PRESENCE OF Vlola Padarsen... STATE OF WISCONSIN Bacina County, se. The foregoing instruptions was acknowledged before me this ____ Nov. RECEIVED FOR RECORD v=1245 mc=341 Arvid Pedersen and Viola Pedersen, His Wife JOHN C. MOORE

Hotay Public, Lucas County, Ohio

My Coramission Expires July 28, 1977 A D 19- --- AT---_ PAGE ... PEGISTER OF DEEDS This instrument was drafted by the State of Wisconsis Department of Transportation, Division of Highways. Scott L. Willman Project_2390-1-21 Parcel No. 34

10-0-0-1 10-0-0-1

Nov, 19, 1974

voi 1245 | race 342

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

That part of Lot 3 and the south one-half of Lot 2, Block I of Van Wie Homesites, 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 southwest one-quarter of Section 13, Township 3 North,
Range 22 East which is 916.98 feet North 89° 08' 17" West of the southeast corner of said southwest one-quarter; thence north 11° 55' 02" East 63.11 feet; thence North 15° 17' 40" East 1766.17 feet; thence North 16° 26' 16" East 898.74 feet to a point in the north line of said southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter.

Fee Exempt 77.25

This parcel contains 0.06 Acre, more or less.

Also a Limited Highway Easement for the right to construct cut and/or fill 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 wide 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, how-

ever, no later than December 31, 1976.

State of Wisconsin or its agents on 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 com-panies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

> ..egister's Office Racine County, Wis. Received for Record Y CHUMBULAD, 19 o'clock A. M. and recorded in Yolume Register of Dreds

> > Parcel 34

DOCUMENT # 1586828 DOCUMENT NO.

This Deed, made between,

JOSEPH G. MRAZEK, SR.

ERNEST M. HILBERT

STATE BAR OF WISCONSIN FORM 1 - 1982 WARRANTY DEED

BECORDED.

97 JUL 15 PH 2: 09

REGISTER OF DEEDS

Witnesseth, That the said Grantor, for a valuable consideration_ WYHIS SPACE RESERVED FOR RECORDING DATA conveys to Gramee the following described real estate in ____ Racine County, State of Wisconsin: Lot 1 and the North 1/2 of Lot 2, Block MAME AND RETURN ADDRESS 1, Van Wie Homesites, according to the recorded plat thereof. Excepting therefrom land conveyed for highway purposes by Deed recorded in the office of the Register of Deed for Racine County, Wisconsia on November 22, 1974 in Volume 1245 of Records, page 576, as Document No. 948809. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Ambassador.

51-008-03-22-13-198-000 PARGEL IDENTIFICATION NUMBER

This Deed is given in fulfillment of a Land Contract between the Grantor and Grantee dated January 30, 1991 and recorded in the Office of the Beginter of Bonds for Bards.

Sounty, wisconsin on February 5, 1 No. 1330996; said Land Contract b recorded April 8, 1994, as Documen	991 in Vo eing amer et No. 140	office of the Register of Deeds for Racine of the 2053 of Records, page 93, as Document olded by Document dated March 4, 1994 and \$1587; said Land Contract being further amends and April 6, 1995 as Document No. 1496687.
qienosa!"	Real Es	tate Transfer Tax \$ 316.
This is not homestead p	roperty.	
Together with all and singular the hereditament And Grantor		
atility and municipal services, re scenaral taxes for the year 1991 and and will warrant end defend the same.	ole and free and under the corded by d subsequ *by the	d clear of encumbrances except municipal and zoning m, recorded easements for the distribution of filding and use restrictions and covenants and ent years and liens or encumbrances created* act or neglect of the Purchaser
· · · · · · · · · · · · · · · · · · ·		July 19 97
Alexh - Month &	(SEAL)	(SEAL)
Joseph C. Mrazek, Sr.		*(SEAL)
1		(SEAL)
h		(SEAL)
AUTHENTICATION		ACKNOWLEDGMENT
ignature(s)		State of Wisconsin,
		Racine County.
uthenticated thisday of	., 19	Personally came before me this elay of day of 19_97_, the above named
	<u></u>	Joseph C. Mrazek, Sr.
TITLE: MEMBER STATE BAR OF WISCONSIN		ATTERIOR AND
(If not, authorized by 8706.06, Wls. Stats.)		to me known to be the person. Instrument and acknowledge the same.
THIS INSTRUMENT WAS DRAFTED DY		Instrument and acknowledge the same.
John U. Schneider		THE TAKE THE PARTY OF THE PARTY
Attorney at Law		Notary Public Publication
Signatures may be authenticated or acknowledged. Bo eccessry.)	th are not	Notary Public, Red Sing County, Wis. My commission is personal of the north expiration date:
Names of persons significe to any conscine chould be mind or suffered by	alam thain stance.	-444873946

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

WARRANTY DEED

STATE BAR OF WISCONSIN Form No. 1 - 1982

Wisconsin Legal Blank Co., Inc., Milwaukao, Wia



DOCUMENT NO

1330996

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

TO DE PERD FOR ALL TRANSACTIONS WHERE OVER
225,000 DE PERD FOR ALL TRANSACTIONS WHERE OVER
ALL TRANSACTIONS

Contract, by and between Joseph C. Mrazek, Sr. whether one or more) and...... Ernest M. Rilbert ("Purchasor", whether one or more). Yender sells and agrees to convey to Purchaser, upon the prompt and full performunce of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), In Rucine County, State of Wisconsin:

Y105 THIS SPACE PLUCKEYED FOR ALCOHOLIC DATA

Register's Office Racine County, Wis.

Helen M. Schutten

Joseph C. Mrazek, Sr. 1100 Commerce Dr. #115 Racine, Wisconsin 53406 51-008-03-22-13-198-000

Lot 1 and the North 1/2 of Lot 2, Block 1, Van Wie Homesites, according to the recorded plat thereof. Excepting therefrom land conveyed for highway purposes by Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 22, 1974 in Volume 1248 of Records, page 576, as Document No. 948809. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

14 Ligarian C. K. Dara L. C.

(is) (is not) homestend property. This is not

amount of \$1,000.00 shall commence 30 days after the date of execution of this land contract and shall continue on the same day of each succeeding month until the maturity date of this contract.

Pollowing my default in payment, interest shall accrue at the rate of .15 % per amount on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and regulted insurance promisess when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, ascessments and insurance will be deposited into an escrew fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after. January 30 ..., 19.21 (OR) there may be no prepayment of principal without permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case according interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtodness would have been had the monthly payments been a made us first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned promises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title ovidence submitted to Purchaser for examination except: current mortgage to Beritage Bank and Trust (Vol. 1780, Page 734) and Real Estate Security Agreement to Heritage Bank and Trust (Vol. 1986, Page 158) which will be paid in full and released of record concurrently with payment in full by the Purchaser of all amounts due under this land contract.

'val2053 | Þage | **9**3

Purchaser agrees to pay the cost of future title avidence. If title evidence is in the form of an abstract, it shall be relained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on January 30 19 91

Wisconstn Legal Blank Co. Inc.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vonder's interest in it and to deliver to Vender as demand receipts showing such payment.

Porchaser shall keep the improvements on the Praperty insured against loss or damage cognitional by fire, extended reverage perils and such other hexards as Vendor may require, without co-insurance, through insurans approved by Vendor, in the sum of 3. full insurable, Value, but Vendor and require coverage is an amount more than the hadness need under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, indees Vendor atherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of less to insurance companies and Vendor. Onless Purchaser and Vendor otherwise agrees in writing, insurance proceeds shall be applied to restoration or repair to the Property damaged, provided the Vendor deems the restoration or repair to be recommittedly feasible.

Purch: a covenants not to commit waste nor allow weate to be committed on the Property, to keep the Property in good temestable condition and repair, to keep the Property free from lieux superior to the Pen of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other manages shall be fully paid and all conditions shall be fully performed at the times and in the manage above specifica. Vendor will on demand, execute and deliver to the Turchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all lions and encombrances, except any lions or encombrances created by the act or default of Purchaser, and except municipal and confug. ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants and general taxes for 1991 and subsequent

Purchaser agrees that the is of the essence and (a) in the event of a default in the payment of any principal or Interest which continues for a period of ... 20 ... days following the sparified due date or (b) in the event of a default in

applied as the court shall direct.

Purchaser shall not transfer, seil or convey any legal or against the herest in the Property (by assignment of any of Purchaser shall not transfer, seil or convey any legal or against the interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vender guless either the outstanding bulance payable under this Contract is first paid in full or the interest conveyed is a piedge or assignment of Purchaser's interest under this Contract solety as security for an indebteness of Purchaser. In the event of one such transfer, sale or conveyance without Vender's written consent, the entire outstanding bulance payable under this Contract shall become immediately due and payable in full, at Vender's aplion without natice. Vender shall make all payamats when due under any mortgage cutstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any parts secured thereby, provided Purchaser in the property of the Mortgage of the Contract of the mounts then due under this Contract. Furchaser may make any such payamats directly to the Mortgage if Vender fulls to do so and all payments so made by Purchaser shall be considered paymants made on this Contract.

Vender may wrive any default without waiving may other subsequent or prior default of Purchaser.

Vender may wrive any default without waiving may other subsequent or prior default of Purchaser.

All terms of this Contract shall be hinding upon and inure to the bronests of the beirs, legal representatives, successors and assigns of Vender and Purchaser. (If not an owner of the Property the spouse of Vender for a valuable consideration joins herein to release homestend rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

leed to be made in fulliment nervous	. 91
Daled this . 30	January 10 91
Boseph C. Ardrek, Sr. Vendor (SEAL)	Krnest M. Hilbert Purchuse (SBAL)
والمستعدد والمرازي والمستعدد	7 27 40 4 4 7 1010 4 110 4 110 110 110 110 110
(SEAL)	(SIEAL)
•	Carried and a summer of the sum o
AUTHINTICATION	ACKNOWLEDGMENT
Signature (8)	STATE OF WISCONSIN sa.
***************************************	RACINE County.
authenticated thisday of	Personally came hearty me this 325 day of January SCH 53 the above named
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Joseph & Mrazek, St.
TITLE: MEMBER STATE BAR OF WISCONSIN	Ernest MJ Adbert DY
(1f not,	to me known to he the person . See who executed the foregoing instrument, and acknowledge the same.
THIS INSTRUMENT WAS DRAFTED BY	2- De Character Contract
John U. Schneider	Jone Wingell
Attorney at Law	Notary Public Rucine County, Wis.
(Signatures may be authenticated or acknowledged, Both are not necessary,) "	My Commission is permanent. (If not, state explication
are not necessary.) "	dale:, 19)
val.	

Names of persons algoring in any executly should be typed or printed below their signature to LAND CONTRACT - Individual and Corporate - State Box of Wisconsin, Form So. 11 - 1983

PVOL 2053 PAGE 94



AMENDMENT AND EXTENSION OF LAND CONTRACT

THIS AGREEMENT is entered into this yell day of mand 1994, by and between JOSEPH C. MRAZEK, SR., Seller, and ERNEST M. HILBERT, Buyer.

WHEREAS, the Buyer on January 30, 1991 tendered to Selier a Land Contract in the amount of \$100,000.00; and

WHEREAS, that Land Contract matured on January 30, 1994 with a principal balance of \$93,259.18; which has been further reduced with a February 1994 payment to a principal balance of \$93,036.34; and

WHEREAS, Joseph C. Mrazek, Sr. has agreed to extend the maturity date of that Land Contract until January 30, 1995, based upon the identical terms and conditions as set forth in the original Promissory Note, except to the extent modified by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is

AGREED;

- Recitals. All of the above recitals are hereby incorporated by 1. reference as though set forth in their entirety.
- 2. Extension of Land Contract. Joseph C. Mrazek, Sr., herewith agrees to extend the maturity date of the Land Contract, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as though set forth in its entirety, from January 30, 1994, its original maturity date, until January 30, 1995 based upon the identical terms and conditions as set forth in the original Land Contract, except as modified by this Agreement. The parties specifically agree that all the provisions of the Land Contract dated January 30, 1991 and recorded on February 5, 1991 shall remain in full force and effect.
- Principal Payment. Upon execution of this Agreement, Buyer shall remit to Seller a principal payment in the amount of \$15,000.00. The principal balance at the commencement of this Extension shall be \$78.036,34.

Drafted by: June A. Lemka

Return to: June A. Lemke

Midwest Interstate Realty 8338 Was hington Ave # 121 Racino, lui 53406

HVIII 2361 HAG 658

- 4. Payment of Actual Attorneys' Fees. The parties agree that in the event of a default under the terms of the original Land Contract as extended by this Agreement, the Buyer shall be liable for the payment of all actual attorney's fees and costs incurred by Joseph C. Mrazek, Sr., in connection with the collection of the balance due on the Land Contract. Furthermore, a "default" shall be defined as the failure to make any payment of interest or principal when due if not cured within ten (10) days after written notice by Joseph C. Mrazek, Sr. to Ernest M. Hilbert.
- 5. Amortization Schedule, the parties agree that the amortization schedule attached hereto as Exhibit B and incorporated herein by reference constitute the amortization schedule for the balance due on the Land Contract. Payments shall be due on the 10th day of each month during the term of this Extension, commencing March 10, 1994.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SELLER:

Joseph C. Mrazek,

BUYER:

State of Wisconsin)

County of Racine }

The above named Seller, Joseph C. Mrazek, Sr. and Buyer, Ernest M. Hilbert signed this document before me this 4th day of March, 1994.

une Arkemke, Notary Public. My commission expires 7/27/97.

UBLIC

TVOL 2361 THE 659

STATE DAR OF WISCONSIN FORM 11-1282 F LAND CONTRACY FOR USED PROSTREE OF CONTRACT FOR USED PROSTREE OF CONTRACT HIS WISCONSIN OR CONSUMENT ACT TRANSPORTED FOR CONSUMENT 386986 Rigister's Office - L Rachus County, Wis. Contract, by and between Janath C. Mrazak. St. "Vendor", Whitnest M. Hilbert.

("Purchaser", whether one or more).

Yendor at y and agrees to convey to Purchaser, upon the prompt and full porformance o this contract by Purchaser, the following property, tegether with the rents, profile, fixtures and other appurtenant interests (all called the "Property"), Joseph C. Mrezek, Sr. 1100 Commerce Dr. #115 51-008-03-22-13-198-000 j Tax Parcel No. Lot 1 and the North 1/2 of Lot 2, Block 1. Van Wie Homesites, according to the recorded plat thereof. Excepting therefrom land conveyed for highway purposes by Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin on November 22, 1974 in Volume 1245 of Records, page 576, as Document No. 948809. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. ros Exposen w. on Daig L.C. Pure it is pured to purchase the Property and to pay to Render at such place an Vendor directs the sum of 1...105.000.00 in the tolk wing manner (a) \$...5.000.00 at the exection of this Contract; and (b) the balance of \$...100.000.00 better with interest from data

amount of \$1,000.00 shall commence 30 days after the date of execution of this land contract and shall continue on the same day of each succeeding month until the maturity date of this contract.

Purchaser, unless excussed by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonally anlicipated annual taxes, special assistants, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrew fund or trustee account, but shall not bear interest unless otherwise required by law,

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpa I belonge of principal, and interest (and in such case exercing, breegst from south to month shall be treated as unpaid principal) it less than the amount that said indulctions would have been had the monthly promette bound as unpaid principal it less than the amount that said indulctions would have been that the count of would be unputed to the countries of the countries as ordered property is specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemnate premises being thereafter excluded herefrom,

I vrehaser states that Parchaser is satisfied with the title as shown by the title cyclence submitted to Purchaser for exemination except: current mortgage to Herituge Bank and Trust (Vol. 1780, Page 734) and Real Estate Security Agreement to Heritage Bank and Trust (Vol. 1986, Page 153) which will be paid in full and released of record concurrently with payment in full by the Purchasar of all amounts due under this land contract.

' VOL 2053 PAGE 93

Pur haser agrees to pay the cost of fulure title avidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

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TVOL 2361 HAGE 660

HILBERT EXTENSION OF LAND CONTRACT AMORTIZATION SCHEDULE

EXHIBIT B

PRINCIPLE \$78,036.34 MONTHLY PAYMENTS \$1,000.00		TERMCALCULATED	179	
INTEREST RATE	10.00%	•	PMNT	1000.00
PAYMENT NUMBER	TOTAL PAYMENT	Interest Portion	PRINCIPAL PORTION	ending Balance
BEGINNING BALANCE			**	78036.34
3/10/94	1000.00	653.16	346.84	77689.50
4/10/94	1000.00	647.41	352.59	77336.91
5/10/94	1000.00	644.47	355.53	76981.38
6/10/94	1000.00	641,51	358.49	76622.89
7/10/94	1000.00	638,52	361.48	76261.41
8/10/94	1000.00	635,51	364.49	75896.92
9/10/94	1000.00	632,47	367.53	75529,39
10/10/94	1000.00	629.41	370,59	75158.80
11/10/94	1000.00	626.32	373,68	74785,12
12/10/94	1000.00	623,21	376.79	74408.33
1/10/95	1000.00	620.07	379.93	74028.40

RECORDED

94 APR -8 AM 8:00

VOI2361 MC 658-

REGISTER OF DEEDS

16 - IVOL 2361 HALL 661



DOCUMENT #

VOL PAGE 2438 045-049

AMENDMENT AND EXTENSION OF LAND CONTRACT

THIS AGREEMENT is entered into this 4th day of April, 1995, by and between JOSEPH C. MRAZEK, SR., Seller, and ERNEST M. HILBERT, Buyer.

WHEREAS, the Buyer on January 30, 1991 tendered to Seller an Extension of Land Contract in the amount of \$78,036.34; and

WHEREAS, that Extension of Land Contract matured on January 30, 1995 with a principal balance of \$73,259.01; which has been further reduced with a April 1995 payment of \$10,000.00 to a principal balance of \$63,259.01; and

WHEREAS, Joseph C. Mrazek, Sr. has agreed to extend the maturity date of that Extension of Land Contract until January 30, 1996, based upon the identical terms and conditions as set forth in the original Promissory Note, except to the extent modified by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is

AGREED;

- 1. Recitals. All of the above recitals are hereby incorporated by reference as though set forth in their entirety.
- 2. Extension of Land Contract. Joseph C. Mrazek, Sr., herewith agrees to extend the maturity date of this Extension of Land Contract, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as though set forth in its entirety, from January 30, 1995, its original maturity date, until January 30, 1996 based upon the identical terms and conditions as set forth in the original Land Contract, except as modified by this Agreement. The parties specifically agree that all the provisions of the Land Contract dated January 30, 1991 and recorded on February 5, 1991 shall remain in full force and effect.
- 3. Principal Payment. Upon execution of this Agreement, Buyer shall remit to Seller a principal payment in the amount of \$10,000.00. The principal

Drafted by: June Lemke Return to: June Lemke, 8338 Washington Ave., Racine, WI 53406

VOL PAGE 2438 046

Tax Recel # 51-008-03-22-13-

Lot 1 N/2 of Lot 2.

Block I Van Wie. Homesites according To The Cot There of.

balance at the commencement of this Extension shall be \$63,259.01.

- 4. Payment of Actual Attorneys' Pees. The parties agree that in the event of a default under the terms of the original Land Contract as extended by this Agreement, the Buyer shall be liable for the payment of all actual attorney's fees and costs incurred by Joseph C. Mrazek, Sr., in connection with the collection of the balance due on the Land Contract. Furthermore, a "default" shall be defined as the failure to make any payment of interest or principal when due if not cured within ten (10) days after written notice by Joseph C. Mrazek, Sr. to Ernest M. Hilbert.
- 5. Amortization Schedule. the parties agree that the amortization schedule attached hereto as Exhibit B and incorporated herein by reference constitute the amortization schedule for the balance due on the Land Contract. Payments shall be due on the 10th day of each month during the term of this Extension, commencing April 10, 1995.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

000

Joseph C. Mrazek, Sr.

BUYER:

Tone of Wishing

SELLER:

Brnest M. Hilbert

State of Wisconsin}

• County of Racine }

The Maye named Seller, Joseph C. Mrazek, Sr. and Buyer, Ernest M. Hilbert select this document before me this 4th day of April, 1995.

June A Lemke, Notary Public. My commission expires 7/27/97.

VOL PAGE 2438 047

Exhibit A page 1 of 2

AMENDMENT AND EXTENSION OF LAND CONTRACT

THIS AGREEMENT is entered into this 100 day of 70 kg to 1994, by and between JOSEPH C. MRAZEK, SR., Seller, and ERNEST M. HILBERT, Buyer.

WHEREAS, the Buyer on January 30, 1991 tendered to Seller a Land Contract in the amount of \$100,000.00; and

WHEREAS, that Land Contract matured on January 30, 1994 with a principal balance of \$93,259.18; which has been further reduced with a February 1994 payment to a principal balance of \$93,036.34; and

WHEREAS, Joseph C. Mrazek, Sr. has agreed to extend the maturity date of that Land Contract until January 30, 1995, based upon the identical terms and conditions as set forth in the original Promissory Note, except to the extent modified by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is

AGREED:

- 1. Recitals. All of the above recitals are hereby incorporated by reference as though set forth in their entirety.
- 2. Extension of Land Contract. Joseph C. Mrazek, Sr., herewith agrees to extend the maturity date of the Land Contract, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as though set forth in its entirety, from January 30, 1994, its original maturity date, until January 30, 1995 based upon the identical terms and conditions as set forth in the original Land Contract, except as modified by this Agreement. The parties specifically agree that all the provisions of the Land Contract dated January 30, 1991 and recorded on February 5, 1991 shall remain in full force and effect.
- 3. Principal Payment. Upon execution of this Agreement, Buyer shall remit to Seller a principal payment in the amount of \$15,000,00. The principal balance at the commencement of this Extension shall be \$78,036.34.

Drafted by: June A. Lemke.
Refurn to: June A. Lomke.

: VOL 2361 1A-: 658

Mid west Interstate Really \$398 (Rus hington Ave #12) Karino, his 57406

Exhibit A page 2 of 2

- 4. Pay ment of Actual Attorneys' Rees. The parties agree that in the event of a default under the terms of the original Land Contract as extended by this Agreement, the Buyer shall be liable for the payment of all actual attorney's fees and costs incurred by Joseph C. Mrazek, Sr., in connection with the collection of the balance due on the Land Contract. Furthermore, a "default" shall be defined as the failure to make any payment of interest or principal when due if not cured within ten (10) days after written notice by Joseph C. Mrazek, Sr., to Ernest M. Hilbert.
- 5. Amortization Schedule, the parties agree that the amortization schedule attached hereto as Exhibit B and incorporated herein by reference constitute the amortization schedule for the balance due on the Land Contract. Payments shall be due on the 10th day of each month during the term of this Extension, commencing March 10, 1994.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SELLER:

Joseph C. Mrazek, Sr.

BUYER:

Ernest M. Hilbert

State of Wisconsin)
County of Racine

Enchange Wiston

The above named Seller, Joseph C. Mrazek, Sr. and Buyer, Ernest M. Hilbert signed this document before me this 4th day of March, 1994.

June Welsemke, Notary Public. My commission expires 7/27/97.

(VOL 2361 149 659

VOL PAGE

HILBERT EXTENSION OF LAND CONTRACT AMORTIZATION SCHEDULE Extension 2 of 2

REGISTER'S OFFICE

EXHIBIT B RECORDED

95 APR -6 PM 2: 06

PRINCIPLE
MONTHLY PAYMENTS...
INTEREST RATE....

\$63,259.01 \$1,000.00 10.00% TERM..... CALCULATED PMNT..... 166REGISTER OF DEEDS 1000.00

PAYMENT NUMBER	TOTAL	interest	PRINCIPAL	ending
	PAYMENT	Portion	PORTION	Balange
BEGINNING BALANCE 4/10/95 5/10/95 6/10/95 7/10/95 8/10/95 9/10/95 10/10/95 11/10/95	1000.00 1000.00 1000.00 1000.00 1000.00 1000.00 1000.00	653.16 624.27 620.30 516.31 512.28 508.21 504.11 499.98	346.84 475.73 479.70 483.69 487.72 491.79 495.89 500.02	53259.01 52912.17 52436.44 51956.74 51473.05 60986.33 60493.54 59997.65 59497.65
12/10/95	1000.00	495.81	504.19	58993,44
1/10/96		491.61	608.39	58485,05



State of Wisconsin / Department of Transportation

DOCUMENT NO.

Parcel No. 35

VC1 1245 PAGE 576

This Indenture, Made by Charles M. Ingle an	
granfor 5 of Recine to VState of Wisconsin/Department of Trans	County, Wisconsin, hereby conveys and warrants portetion, Division of Highways
for the sum of One thousand three hundred f	orty and no/100 (51,340,00) Dollars

See attached Page 2 for Legal Description

The consideration stated herein is payment in full for the property described herein and includes toil compensation for items of damage set forth in acc. 32.02. Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order of orders 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 saist the owner may file claims as provided in sec. 32.30. Wisconsin Statutes. IN WITNESS WHEREOF, the said grantors, have hereunto sat. day of Septemper., A.D., 19...74. SIGNED AND SEALED IN PRESENCE OF Charles M. Lingle STATE OF WISCONSIN Rocine The foregoing instrument was acknowledged before me this 27th RECEIVED FOR RECORD By Charles M. Ingle and June F. Ingle -- M. AND REGORDED IN YOU ---- PAGE --Notary Publichi I wallkee County, Wisconsin My Commission expires Nov. 13., A.D., 19.777... This instrument was drafted by the State of Misjonish:

Department of Transportation, Division of Highways.

Page 1 of 2 Negotiated by Scott L. Willman

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

That part of the north one-half of Lot 2 and Lot 1, Block I of Vah Wie Homesitus
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 southwest one-quarter of said Section 13 which is 916.98 feet North 89° 08' 17" West of the southwest corner of said southwest one-quarter; thence North 11° 53' 02" East 63.11 feet; thence North 15° 17' 40" East 1766.17' feet; thence North 16° 26' 16" East 898.74 feet to a point of the southwest consultation of said southwest consultation in the feet said southwest consultation which is In the north line of sald southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter.

Fee Exempt 77.25

Also a Limited Highway Easement for the right to construct out 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, how-

ever, no later than December 3!, 1976.

Said parcel of real estate and/or interests therein will be occupied by the of Wisconsin or its agents on DEC 3 1 1974 However, State of Wisconsin or its agents on <u>DEC 3 1 1974</u> 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.

> 948809 agister's Ollice Racine County, Wis. Received for Record 32nd day of 11.33 o'clock HM. and recorded in Volume 12.45 of <u>BOCKICA</u>, on page <u>576</u>

3,00

· vol 1245 FAGE 577

WAN WIE AN WITH THOO HE 23 Vel. Pol Plato UNPLATED AVENUE Nov. 27, 3929

VOL 264 PAGE 169

In consideration of the sum of ONE AND NOWICO DOLLARS, and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant unto the WISO MEIN TELEPHONE COMPANY and the WISCONSIN GAS AND ELECTRIC COMPANY the right of easement to construct, maintain and operate their respective poles, wires, cables, crosserms and subway construction together with such other appliances as may be necessary subway construction together with such other appliances upon, over, and and usual in the conduct of their respective business upon, over, and beneath the rear three (3) feet, and also the side three (3) feet where tecessary (poles to be set not to exceed one (1) foot from said lot lines) of each lot described as follows;

Lots 1 to 6 inclusive, in Block numbered One, Lots 1 to 18 inclusive, in Block numbered Two, Lots 1 to 6 inclusive, in Block numbered Three, Lots 1 to 15 inclusive, in Block numbered Four, Lots 1 to 6 inclusive, in Block numbered Five, Lots 1 to 16 inclusive, in Block numbered Six,

Also the right to cross any of the streets 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, and streets being known as the Vanwie Home Sites Subdivision, being a subdivision of a part of the southwest quarter (SW1/4) of Section thirteen (12), Township times (3) North, Range twenty-two (22) East, in the Town of Mount Pleasant, Racine County, Wisconsin.

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

Signed at Racine, Wisconsin, this 30th day of September, 1929.

Witness; Racine, Nio, Witness Helle Vellench	Margaret M. Wand Hiel
Address 126 Main Al. Raine	
Within Roserie Win	

Personally appeared before me this 307K day of September, A.D. 1929.

to me known to be the persons who exem ted the instrument on the other side hereof and acknowledged the same.

lio Racine County, Wisc., ion expires July 124. 1833 My commiss

1257863



GRANT OF EASEMENT

of _______ to the Racine Water Utility, a municipal corporation, herein called "GRANTEE",

WITNESSETH:

For a valuable consideration, grantor conveys to grantee, its successors and assigns, a permanent easement and right of way, including the perpetual right to enter upon the real estate at any time, and construct, maintain, use and repair underground pipe lines and mains for the purpose of conveying water across, through and under the real estate, together with the right to excavate and refill for the location of the pipe lines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of the pipe lines and mains.

Grantee agrees to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantee, provided, however, that Grantee shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

The real estate affected by the grant of this permanent easement and right of way is described as follows:

That part of Block 1, Van Wie Homesites, a recorded plat in the Town of Mt. Pleasant, Racine County. Wisconsin, described as follows:

A twenty (20) foot wide watermain easement over the west twenty (20) feet of the east forty seven (47) feet of Lot 3 and the south one half (1/2) of Lot 2.

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Ctum: Bil Knudson & Racine Water B. & Wastervate . 227 City Hall annex Racin, W153 403

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Grantor warrants that grantor has title to the real estate in fee simple and free and clear of encumbrances, except those presently of record, and will warrant and defend the title.

This Easement shall be binding on and/or inure to the benefit of Grantor, his or her successors and assigns and of Grantee and its successors.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

170

In the Presence of:	Eloy Peslesen	-
RACINE COUNTY)	came before me this	1
of show	10%	re Yy
•	Notary Public, Raying County, Wisconsin My Commission Expires Way 5,1989	

Drafted by Racine Water Utility

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GRANT OF EASEMENT

This Grant of Easement executed this April 19 88, from SOSEPH C.MEASEK SR herein called "GRANTOR" to the Racine Water Utility, a municipal corporation, herein called "GRANTEE",

WITNESSETH:

For a valuable consideration, grantor conveys to grantee, its successors and assigns, a permanent easement and right of way, including the perpetual right to enter upon the real estate at any time, and construct, maintain, use and repair underground pipe lines and mains for the purpose of conveying water across, through and under the real estate, together with the right to excavate and refill for the location of the pipe lines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of the pipe lines and mains.

Grantee agrees to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantee, provided, however, that Grantee shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

The real estate affected by the grant of this permanent easement and right of way is described as follows:

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A twenty (20) foot wide watermain easement over the west twenty (20) feet of the east forty seven (47) feet of Lot 1 and the north one half (1/2) of Lot 2.

P+ 008-03-22-13-198-000

Hean M. Schutten

Register of Deads

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Grantor warrants that grantor has title to the real estate in fee simple and free and clear of encumbrances, except those presently of record, and will warrant and defend the title.

This Easement shall be binding on and/or inure to the benefit of Grantor, his or her successors and assigns and of Grantee and its successors.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the Presence of:

Mulwiffur

June 9. Leads

STATE OF WISCONSIN) SS. RACINE COUNTY)

of April 1988, JOSEPH C. NRAZEK, SR., to me known to be such person who executed the foregoing instrument.

Notary Public, Racine County, Wisconsin
My Commission Expires is permanent
Michael F. Crowley

Drafted by Racine Water Utility

Resolution 3-98 dissolving the Recorded Apr. 27,2009 AT 11:27AM

Mt. Pleasant Storm Drawage District

Document Title Above

Document Title Above

Return to Name and Address Below

Thirt Edwards

Village of Mt. Pleasant

6126 Durand Av.

Facine, WI 53406

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.

-c. .!!

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

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 36th day of January, 1998

Approved:

Attest:

Thomas P. Melzer, Town Chair

Jean 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.

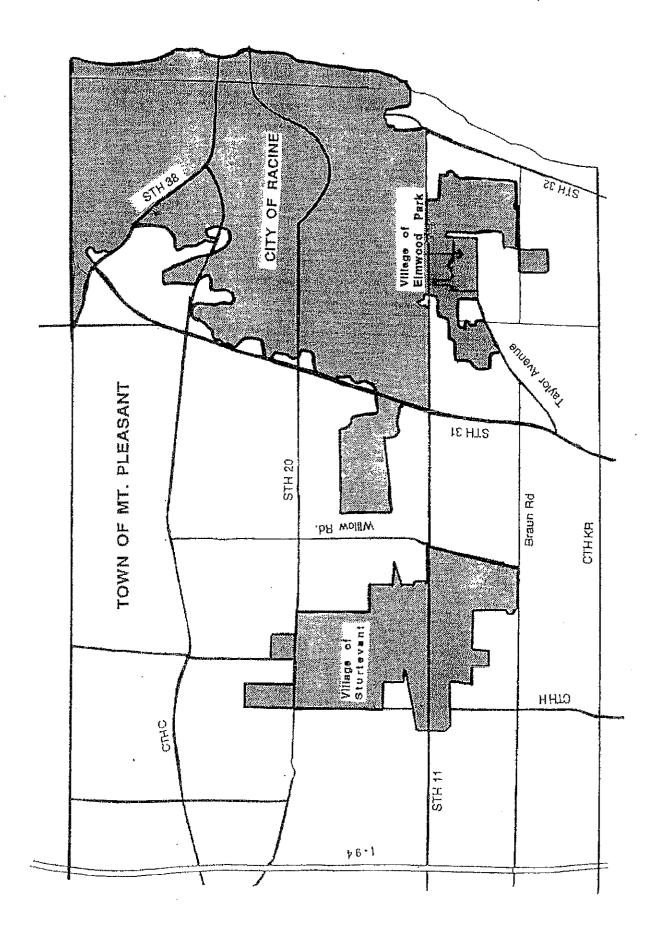
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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.



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