

Knight | Barry
TITLE GROUP
Integrity. Experience. Innovation.

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:1/7/20 10:29 am
Last Revised on:1/7/20 10:29 am
Printed on:1/7/20 10:29 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: 12/13/2019 at 8:00 am

Owner(s) of record:Edward R. Bartoszuk and Susan A. Bartoszuk, husband and wife

Property address:5824 Greenleaf Boulevard, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 15 and the West 46.42 feet of Lot 16, Block 2, Sunset Heights, according to the recorded plat thereof. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-24-043-000

Mortgages / Leases / Land Contracts / UCC

Mortgage from Edward R. Bartoszuk and Susan A. Bartoszuk, husband and wife to Educators Credit Union in the amount of \$125,000.00 dated June 20, 2011 and recorded June 22, 2011 as Document No. 2287399.

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.

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.

Easement and other matters contained in the instrument recorded June 8, 1928 in Volume 242, Page 527 as Document No. 344556. Along with Partial Release of Easement recorded February 14, 1981, in Volume 1785, Page 24, as Document No. 1187037.

Judgments / Liens

None

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 \$3,620.38, and all prior years are paid.

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



Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

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: 1/7/20 10:29 am
Last Revised on: 1/7/20 10:29 am
Printed on: 1/7/20 10:29 am

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).



1079354

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:26:36 PM

<p style="text-align: center;">Owner Address</p> <p>BARTOSZUK, EDWARD R 5824 GREENLEAF BLVD RACINE, WI 53406</p>	<p style="text-align: center;">Owner</p> <p>EDWARD R BARTOSZUK SUSAN A BARTOSZUK</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032224043000</p> <p><u>Document #</u> 2287398</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 LT 15 & W46 LT 16 BLK2</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5824 GREENLEAF BLVD</p>																																																			
<p style="text-align: center;">Tax Information</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Print Tax Bill</u> <u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">1,753.38</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">1,867.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">3,620.38</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">3,805.35</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">55.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">169.98</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">3,620.38</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>	<u>Installment</u>	<u>Print Tax Bill</u> <u>Amount</u>	<u>First:</u>	1,753.38	<u>Second:</u>	1,867.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	3,620.38	<u>Base Tax:</u>	3,805.35	<u>Special Assessment:</u>	55.00	<u>Lottery Credit:</u>	169.98	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	3,620.38	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0.28</td> <td>\$30,900</td> <td>\$159,200</td> <td>\$190,100</td> </tr> <tr> <td></td> <td>0.28</td> <td>\$30,900</td> <td>\$159,200</td> <td>\$190,100</td> </tr> <tr> <td colspan="4"><u>Assessment Ratio:</u></td> <td style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="4"><u>Fair Market Value:</u></td> <td style="text-align: right;">192800.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	1	0.28	\$30,900	\$159,200	\$190,100		0.28	\$30,900	\$159,200	\$190,100	<u>Assessment Ratio:</u>				0.9856968380	<u>Fair Market Value:</u>				192800.00
<u>Installment</u>	<u>Print Tax Bill</u> <u>Amount</u>																																																			
<u>First:</u>	1,753.38																																																			
<u>Second:</u>	1,867.00																																																			
<u>Third:</u>	0.00																																																			
<u>Total Tax Due:</u>	3,620.38																																																			
<u>Base Tax:</u>	3,805.35																																																			
<u>Special Assessment:</u>	55.00																																																			
<u>Lottery Credit:</u>	169.98																																																			
<u>First Dollar Credit:</u>	69.99																																																			
<u>Amount Paid:</u> (View payment history info below)	3,620.38																																																			
<u>Current Balance Due:</u>	0.00																																																			
<u>Interest:</u>	0.00																																																			
<u>Total Due:</u>	0.00																																																			
<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>																																																
1	0.28	\$30,900	\$159,200	\$190,100																																																
	0.28	\$30,900	\$159,200	\$190,100																																																
<u>Assessment Ratio:</u>				0.9856968380																																																
<u>Fair Market Value:</u>				192800.00																																																
<p style="text-align: center;">Special Assessment Detail</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>24</td> <td>24 - STORM WATER UTILITY FEE</td> <td style="text-align: right;">55.00</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right; border-top: 1px solid black;">55.00</td> </tr> </tbody> </table>		<u>Code</u>	<u>Description</u>	<u>Amount</u>	24	24 - STORM WATER UTILITY FEE	55.00			55.00																																										
<u>Code</u>	<u>Description</u>	<u>Amount</u>																																																		
24	24 - STORM WATER UTILITY FEE	55.00																																																		
		55.00																																																		
<p style="text-align: center;">Payment History</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Date</u></th> <th style="text-align: left;"><u>Receipt</u></th> <th style="text-align: left;"><u>Amount</u></th> <th style="text-align: left;"><u>Interest</u></th> <th style="text-align: left;"><u>Penalty</u></th> <th style="text-align: right;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>1/25/2019</td> <td>158970</td> <td>1753.38</td> <td>0.00</td> <td>0.00</td> <td style="text-align: right;">1753.38</td> </tr> <tr> <td>7/26/2019</td> <td>175232</td> <td>1867.00</td> <td>0.00</td> <td>0.00</td> <td style="text-align: right;">1867.00</td> </tr> </tbody> </table>		<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>	1/25/2019	158970	1753.38	0.00	0.00	1753.38	7/26/2019	175232	1867.00	0.00	0.00	1867.00																																	
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>																																															
1/25/2019	158970	1753.38	0.00	0.00	1753.38																																															
7/26/2019	175232	1867.00	0.00	0.00	1867.00																																															

*No data found for Delinquent Tax Summary in 2018

Racine County

Owner (s):

BARTOSZUK, EDWARD R
BARTOSZUK, SUSAN A

Location:

Section, Sect. 24, T3N, R22E

Mailing Address:

EDWARD R BARTOSZUK
SUSAN A BARTOSZUK
5824 GREENLEAF BLVD
RACINE, WI 53406-0000

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-24-043-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0

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

SUNSET HEIGHTS LT 15 & W46 LT 16 BLK2

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

5824 GREENLEAF 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	\$3,620.38	\$3,620.38	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,385.97	\$3,385.97	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,414.20	\$3,414.20	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,428.13	\$3,428.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,241.21	\$3,241.21	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,390.65	\$3,390.65	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$3,558.34	\$3,558.34	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,917.07	\$3,917.07	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$3,171.88	\$3,171.88	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,089.75	\$3,089.75	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$2,911.06	\$2,911.06	\$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

Document Number

Document Name

THIS DEED, made between John Z. Veltman and Cheryl L. Veltman, husband and wife

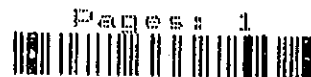
("Grantor," whether one or more),
and Edward R. Bartoszek and Susan A. Bartoszek, husband and wife

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 15 and the West 46.42 feet of Lot 16, Block 2, Sunset Heights, according to the recorded plat thereof. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

TRACEY L. FEICHTNER
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$501.00



Recording Area

Name and Return Address
Edward R. Bartoszek and Susan A. Bartoszek
5824 Greenleaf Boulevard
Mt. Pleasant, WI 53406

51-151-03-22-24-043-000

Parcel Identification Number (PIN)

This is _____ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning 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 closing.

Dated _____

John Z. Veltman (SEAL) Cheryl L. Veltman (SEAL)
* John Z. Veltman * Cheryl L. Veltman

(SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____
authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

John P. Crimmings

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Racine COUNTY)

Personally came before me on June 20, 2011
the above-named John Z. Veltman and Cheryl L. Veltman

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

Cynthia Brown
* Cynthia Brown
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 3/4/12)

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

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

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

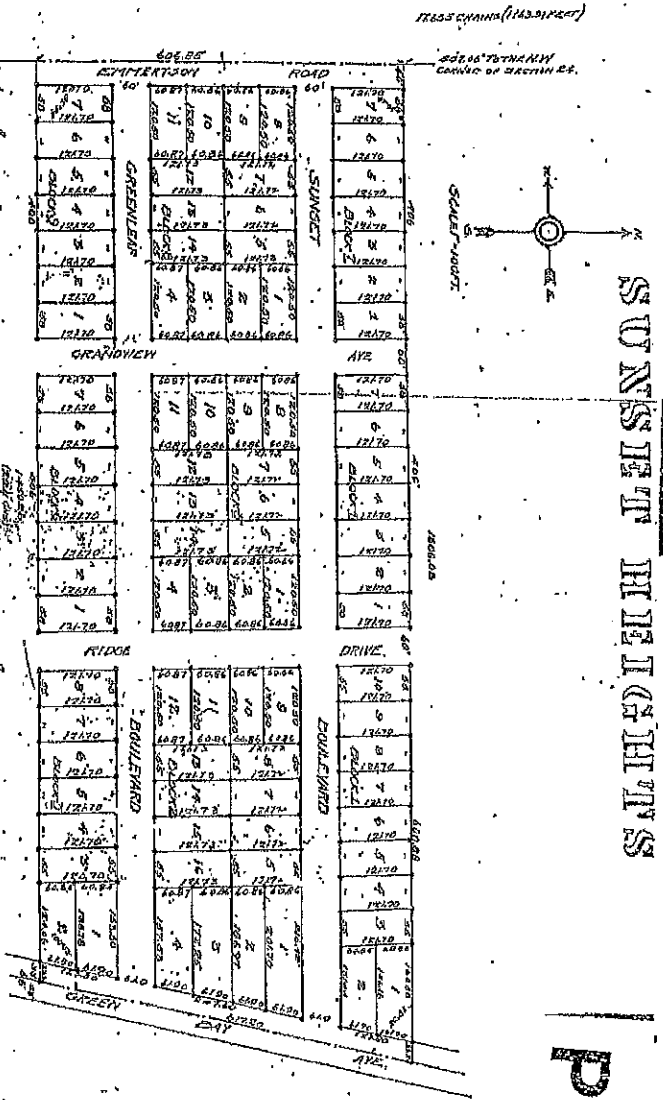
* Type name below signatures.

55998

339940

Jan. 19, 1928

P - 1



Handwritten notes and signatures are present on the left side of the map, including a large signature and several smaller ones. There are also circular stamps, one of which reads 'RECORDED'.

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

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

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

Said lots, blocks, streets and alleys, being known as SUNSET HEIGHTS ADDITION being a subdivision of a part of the Northwest quarter (NW_{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 B1270 Racine

Arthur Lindgren
1512 W. Green Ave.

STATE OF WISCONSIN)
COUNTY OF RACINE) SS

Personally came before me this second day of May, A.D. 1928 Thomas P. Jensen President, and

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

Ralph Bowen
NOTARY PUBLIC, Racine, County, Wis.



Commission expires July 12, 1931

344556

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

Enclosed

Register's Office
Racine County, Wis.
Received for Record
Filed for A.D. 1928
October 1st and recorded in Volume 242
of Racine County records page 1-827
By [Signature]
Deputy

Jun 8 1928

344-527

344556

Racine County, Wis. } SS
Received for Record 14th day of February, A.D. 1928 at 1:33 o'clock P.M. and recorded in Volume 178 of Deeds on page 24

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

RELEASE OF EASEMENT

1187037

Therese M. Schuttin

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, 1935.

In Presence of:

★ WISCONSIN NATURAL GAS COMPANY

Gail Kuppstadt

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

Gail Kuppstadt

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

STATE OF WISCONSIN)
RACINE COUNTY)

Personally came before me, this 26th day of August, 1935, G. W. Bomler, Vice President, and R. W. Iselin, Asst. Secretary, of the above named corporation, Wisconsin Natural Gas Company, known to me to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said corporation, by its authority.



Martin Peterson
Martin Peterson
Notary Public, Racine County, WI
My Commission expires 10-5-36.

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

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 Durand Av.
Racine, WI 53406

see attached parcel
listing

Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

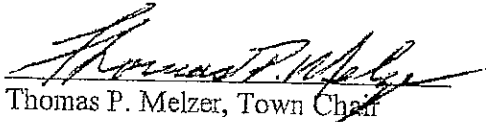
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

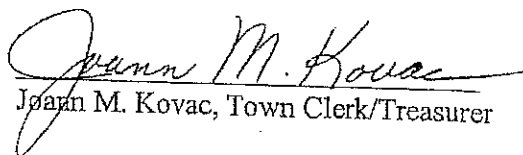
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

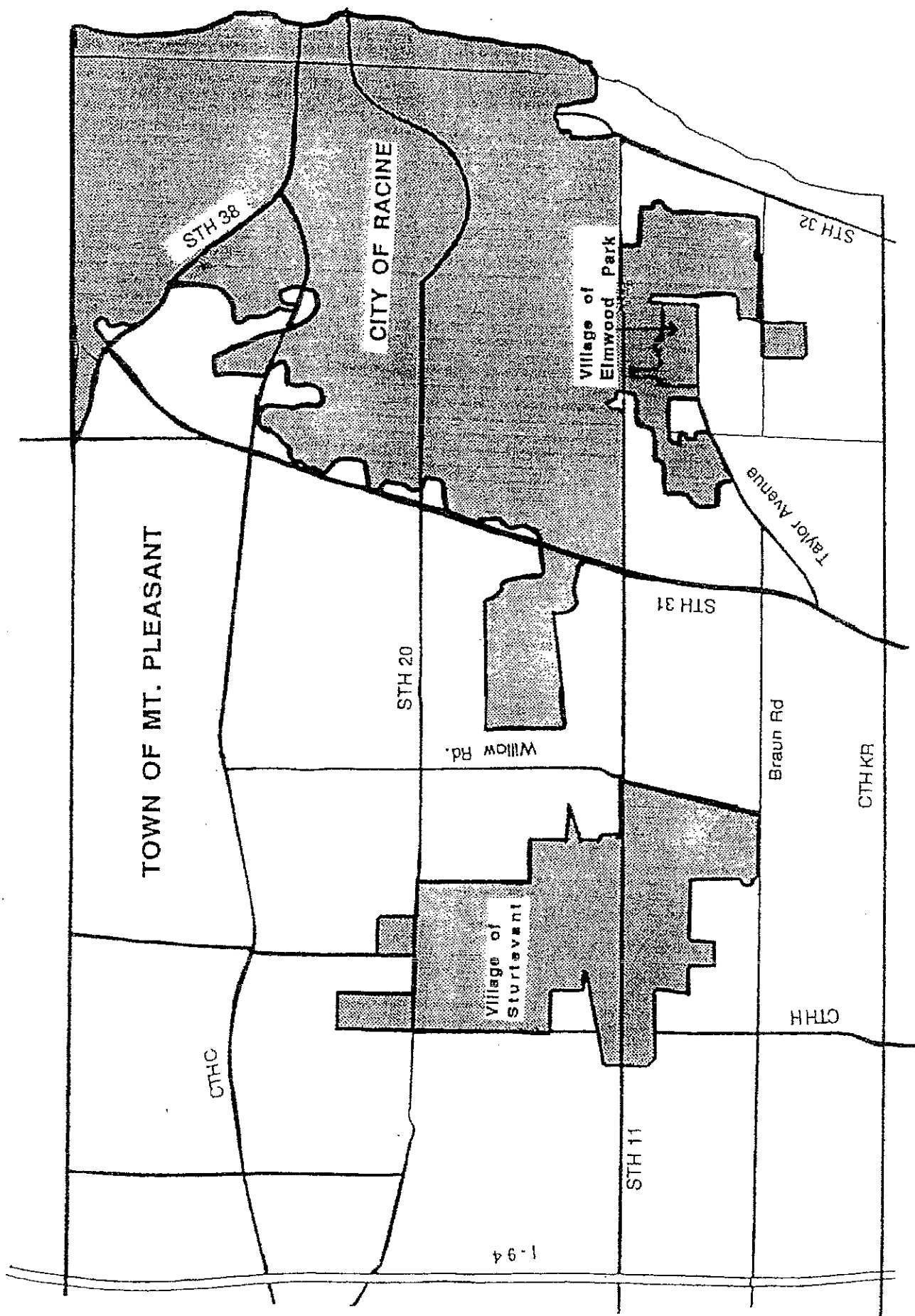
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



5501 151032222051000	5502 151032222052000	5503 151032222053000	5504 151032222054000	5505 151032222055000
5506 151032222056000	5507 151032222057000	5508 151032222058010	5509 151032222058020	5510 151032222058030
5511 151032222060000	5512 151032222061000	5513 151032222062000	5514 151032222063000	5515 151032222100000
5516 151032222500000	5517 151032223001001	5518 151032223003000	5519 151032223005000	5520 151032223006000
5521 151032223007000	5522 151032223010000	5523 151032223011000	5524 151032223012000	5525 151032223013000
5526 151032223014000	5527 151032223015000	5528 151032223024000	5529 151032223025010	5530 151032223025020
5531 151032223027010	5532 151032223029000	5533 151032223031030	5534 151032223031045	5535 151032223034000
5536 151032223035000	5537 151032223036000	5538 151032223037000	5539 151032223039000	5540 151032223041000
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
5586 151032223099000	5587 151032223100000	5588 151032223101010	5589 151032223101020	5590 151032223103000
5591 151032223104000	5592 151032223105000	5593 151032223106000	5594 151032223107000	5595 151032223108000
5596 151032223109000	5597 151032223110000	5598 151032224001000	5599 151032224002010	5600 151032224002020
5601 151032224003000	5602 151032224004000	5603 151032224005000	5604 151032224006000	5605 151032224007000
5606 151032224008000	5607 151032224009000	5608 151032224011000	5609 151032224011001	5610 151032224013000
5611 151032224014000	5612 151032224014004	5613 151032224014006	5614 151032224014050	5615 151032224014100
5616 151032224014150	5617 151032224014200	5618 151032224014300	5619 151032224014400	5620 151032224014500
5621 151032224014550	5622 151032224014600	5623 151032224014850	5624 151032224014900	5625 151032224014950
5626 151032224015210	5627 151032224015220	5628 151032224015230	5629 151032224015240	5630 151032224015250
5631 151032224016100	5632 151032224016200	5633 151032224023000	5634 151032224030000	5635 151032224031040
5636 151032224031050	5637 151032224032000	5638 151032224033000	5639 151032224034000	5640 151032224035000
5641 151032224036000	5642 151032224037000	5643 151032224038000	5644 151032224039000	5645 151032224040000
5646 151032224041000	5647 151032224042000	5648 151032224043000	5649 151032224044000	5650 151032224045000
5651 151032224046000	5652 151032224047000	5653 151032224048000	5654 151032224049000	5655 151032224050000
5656 151032224051000	5657 151032224052000	5658 151032224053000	5659 151032224054000	5660 151032224055000
5661 151032224056000	5662 151032224057000	5663 151032224058000	5664 151032224059000	5665 151032224060000
5666 151032224061000	5667 151032224064000	5668 151032224066000	5669 151032224067000	5670 151032224068000
5671 151032224069000	5672 151032224070000	5673 151032224071000	5674 151032224072000	5675 151032224073000
5676 151032224074000	5677 151032224075000	5678 151032224076000	5679 151032224078000	5680 151032224079000
5681 151032224080000	5682 151032224081000	5683 151032224082000	5684 151032225002020	5685 151032225005010
5686 151032225005020	5687 151032225005030	5688 151032225006010	5689 151032225006020	5690 151032225006030
5691 151032225006040	5692 151032225006050	5693 151032225006060	5694 151032225006070	5695 151032225007000
5696 151032225008000	5697 151032225009000	5698 151032225010000	5699 151032225011000	5700 151032225012000
5701 151032225013000	5702 151032225014000	5703 151032225015000	5704 151032225016000	5705 151032225017000
5706 151032225018000	5707 151032225019000	5708 151032225020000	5709 151032225021000	5710 151032225022000
5711 151032225023000	5712 151032225024010	5713 151032225024020	5714 151032225025010	5715 151032225025020
5716 151032225025030	5717 151032225025040	5718 151032225026000	5719 151032225026010	5720 151032225027010

**MORTGAGE
(NON-CONSUMER)**

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

Account No. 231425

In consideration of the sum ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS
AND NO CENTS

Dollars (\$ 125,000.00), the receipt of which is acknowledged,
EDWARD R BARTOSZUK AND SUSAN A BARTOSZUK, HUSBAND AND WIFE

("Mortgagor," whether one or more) mortgages, conveys, grants a security interest,
and warrants to EDUCATORS CREDIT UNION

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

LOT 15 AND THE WEST 46.42 FEET OF LOT 16, BLOCK 2, SUNSET HEIGHTS,
ACCORDING TO THE RECORDED PLAT THEREOF, SAID LAND BEING IN THE
VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.

PROPERTY ADDRESS: 5824 GREENLEAF BLVD

Tracey L. Feichtner

TRACEY L. FEICHTNER
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



RETURN TO

EDUCATORS CREDIT UNION
1400 N NEWMAN RD
RACINE WI 53406

30.2

Parcel ID Number 51-151-03-22-24-043-000

Check if applicable: ☐ Description of property is continued on an attached sheet.

☐ This is a construction mortgage.

Check one: This ☒ (is) ☐ (is not) the homestead of Mortgagor.

1. **Covenant of Title.** Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due; a prior mortgage ("First Mortgage") to EDUCATORS CREDIT UNION

, dated 06/20/2011, and EDWARD R BARTOSZUK AND

SUSAN A BARTOSZUK

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

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to the Credit Union of the following (together, the "Obligations"): (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of a Promissory Note of Borrower to Credit Union of this date (or dated _____) and any extensions, renewals, modifications, or refinancings thereof signed by any Borrower (all called the "Note"); (b) the payment of any additional and subsequent advances or payments made by the Credit Union to any Borrower or Mortgagor, whether alone or with one or more others; (c) the performance of all covenants, conditions and agreements contained in this Mortgage; and (d) the payment of all sums, with interest, paid by the Credit Union under § 6 to protect the security of this Mortgage. If the Obligations and all additional and subsequent advances made by the Credit Union are paid, each according to their terms, and all other obligations, terms, conditions, covenants and agreements contained in this Mortgage or the Note are met, then the Credit Union will satisfy this Mortgage upon request of Mortgagor.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS.

Signed this 20 day of JUNE 2011

Mortgagor

Mortgagor

EDWARD R BARTOSZUK

SUSAN A BARTOSZUK

STATE OF WISCONSIN

Mortgagor

RACINE County } ss

This instrument was acknowledged before me on 06/20/2011 by EDWARD R AND SUSAN A BARTOSZUK

Notary Public

Racine County, Wis.

My Commission Expires: 3-4-12

* Typo or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:

STACY PARENTEAU

55998

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges that may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Obligations, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Obligations and the unpaid balance of the note(s) on Obligations secured by the First Mortgage without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
6. **Mortgagor's Covenants.** Mortgagor covenants:
 - (a) To pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
 - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
 - (c) **Liens.** To keep the Property free from all liens and mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
 - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
 - (e) **Conveyance.** Not to convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 551.5, without prior written consent of Credit Union. Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Obligations or this Mortgage;
 - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility;
 - (g) **Condemnation.** To pay to Credit Union all compensation but not in excess of the unpaid balance of the Obligation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
 - (h) **Subrogation.** That the Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
 - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. The Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
 - (j) **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, to keep such mortgage and all taxes current and not in default under the terms of the mortgage
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Obligations, or there is a legal proceeding that may significantly affect the Credit Union's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation for forfeiture, or to enforce a law or regulation) Credit Union may perform or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required. All amounts paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest at the rate stated in the Note from the date the Credit Union performs the duty until the date Mortgagor repays the Credit Union. In the event Mortgagor fails to insure the Property as required by the Note or this Mortgage, Credit Union may, at its option, purchase such insurance only in the amount that protects Credit Union's interest in the Property and not Mortgagor's equity in the Property, and Mortgagor will be bound to pay Credit Union as provided above in this section.
7. **Ability to Pay.** Mortgagor shall not take any action or permit any event to occur that would materially impair Mortgagor's ability to pay the amounts due under the Note and the Obligations. Such actions or events include, but are not limited to, the death of a Mortgagor (or Mortgagor's spouse or a surety or guarantor of any of the Mortgagor's Obligations under the Note), a change of marital status or marital domicile, or a Mortgagor becoming insolvent or a subject of a bankruptcy or other insolvency proceeding.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Credit Union written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law, of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, agreements, or Obligations of this Mortgage or the Note that it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by the Note and this Mortgage due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; upon default by Mortgagor in any payment provided in this Mortgage or by the Note this Mortgage secures; upon the making of a contract or agreement by Mortgagor; or permitting anything to be done whereby any one may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the Obligations, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors, or upon the failure of the Mortgagor to observe or perform any of the Obligations, contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or property owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 848.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered, if the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or property owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 848.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorneys fees (to the extent not prohibited by § 428.103(e) Wis. Stats.) for services performed in enforcing or protecting the Credit Union's rights under this Mortgage. Such fees and expenses include but are not limited to those incurred in obtaining title evidence, environmental assessments, inspections, audits, and valuations.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.
18. **Assignment of Rents and Leases.** As additional security for the Obligations, Mortgagor assigns to Credit Union any and all rents, lease payments, issues, and profits (together, "Rents") that become due or are paid for the use of any portion of the Property. Upon default, Credit Union shall be entitled to obtain from Mortgagor or collect from any tenant all such Rents and to notify any or all tenants to turn over or pay all Rents directly to Credit Union. This assignment is enforceable and Credit Union may take all actions to enforce the assignment without taking possession of the Property or obtaining appointment of a receiver.
19. **Entire Agreement.** This Mortgage is intended to evidence the entire agreement of Mortgagor and Credit Union concerning the terms and conditions described in it.