



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 11:06 am  
Last Revised on: 1/7/20 11:06 am  
Printed on: 1/7/20 11:06 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: Jeffrey A. Kowalczuk and Nancy R. Kowalczuk, husband and wife

Property address: 5826 Sunset Boulevard, Mt Pleasant, WI 53406 (Note: Please see Included tax bill for mailing address.)

Legal description: Lots 3, 4 and 5, Block 1, 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: 151-03-22-24-032-000

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

Mortgage from Jeffrey A. Kowalczuk and Nancy R. Kowalczuk, husband and wife to MCU Financial Center Credit Union in the amount of \$199,850.93 dated September 25, 2019 and recorded October 9, 2019 as Document No. 2532906.

**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.

Easement and other matters contained in the instrument recorded August 26, 1948 in Volume 479, Page 683 as Document No. 539383.

Easement Providing for Water Supply and other matters contained in the instrument recorded July 31, 1952 in Volume 533, Page 723 as Document No. 590030.

Easement Agreement and other matters contained in the instrument recorded September 9, 1999 in Volume 2959, Page 376 as Document No. 1700577.

**Judgments / Liens**

None

**General Taxes**



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 11:06 am  
Last Revised on: 1/7/20 11:06 am  
Printed on: 1/7/20 11:06 am

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 \$5,095.68, and all prior years are paid.

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

#### Other Matters

None

#### Footnotes

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

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

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

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





1079358

**2018 Property Record | Racine County, WI**

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 2:28:08 PM

**Owner Address**

KOWALCZUK, JEFFREY A  
5826 SUNSET BLVD  
RACINE, WI 53406

**Owner**

NANCY R KOWALCZUK  
JEFFREY A KOWALCZUK

**Property Information**

Parcel ID: 151-032224032000  
Document # 2031488  
Tax Districts:  
UNIFIED SCHOOL DISTRICT

**Property Description**

*For a complete legal description, see recorded document.*

SUNSET HEIGHTS LOTS 3 4 5 BLK 1 PT FROM  
151032224031000 IN 05 FOR 06 ROLL

Municipality: 151-VILLAGE OF MT PLEASANT  
Property Address: 5826 SUNSET BLVD

**Tax Information**[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	2,490.68
<u>Second:</u>	2,605.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	5,095.68
<u>Base Tax:</u>	5,280.65
<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)	5,095.68
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

**Land Valuation**

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
1	0.46	\$45,800	\$218,000	\$263,800
	0.46	\$45,800	\$218,000	\$263,800

Assessment Ratio: 0.9856968380

Fair Market Value: 267700.00

**Special Assessment Detail**

<u>Code</u>	<u>Description</u>	<u>Amount</u>
24	24 - STORM WATER UTILITY FEE	55.00
		55.00

**Payment History**

<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/28/2018	141320	5095.68	0.00	0.00	5095.68

\*No data found for Delinquent Tax Summary in 2018



Owner (s):

**KOWALCZUK, JEFFREY A**  
**KOWALCZUK, NANCY R**

Location:

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

Mailing Address:

**JEFFREY A KOWALCZUK**  
**NANCY R KOWALCZUK**  
**5826 SUNSET BLVD**  
**RACINE, WI 53406-0000**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-24-032-000 151-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 LOTS 3 4 5 BLK 1 PT FROM 151032224031000 IN 05 FOR 06 ROLL**

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

**5826 SUNSET BLVD RACINE, WI 53406**

**1 Lottery credit claimed effective 1/1/2014**

### Tax History

\* Click on a Tax Year for detailed payment information.

<b>Tax Year*</b>	<b>Tax Bill</b>	<b>Taxes Paid</b>	<b>Taxes Due</b>	<b>Interest</b>	<b>Penalty</b>	<b>Total Payoff</b>
2018	\$5,095.68	\$5,095.68	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$4,760.56	\$4,760.56	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$4,774.69	\$4,774.69	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$4,789.20	\$4,789.20	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$4,576.25	\$4,576.25	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$4,734.17	\$4,734.17	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$5,885.11	\$5,885.11	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$5,584.15	\$5,584.15	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$5,149.73	\$5,149.73	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$5,485.65	\$5,485.65	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$4,922.89	\$4,922.89	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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

0000917

DOC # 203148A

Recorded

JUNE 02, 2005 AT 12:04PM

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Richard E. Wainwright and Joycelyn B. Wainwright, husband and wife

("Grantor," whether one or more),

and Jeffrey A Kowalczuk and Nancy R. Kowalczuk, husband and wifeSurvivorship Marital Property

("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):

Lots 3, 4, and 5, Block 1, Sunset Heights according to the recorded plat thereof. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$11.00

Transfer Fee: \$785.00

RACINE COUNTY

Name and Return Address

Jeffrey and Nancy Kowalczuk  
5826 Sunset Blvd.  
Racine, WI 53406

51-151-03-22-24-032-000 &amp; 51-151-03-22-24-031-000

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 or utility and municipal services, recorded building and use restrictions and covenants, general taxes in the year of closing.

Dated 21st May 2005.

Richard E. Wainwright (SEAL)  
\* Richard E. Wainwright

Joycelyn B. Wainwright (SEAL)  
\* Joycelyn B. Wainwright

(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:

Coldwell Banker Residential Brokerage

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
Racine COUNTY )

Personally came before me on 21st May 2005,  
the above-named Richard E. Wainwright and  
Joycelyn B. Wainwright

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

Mary Lou K. Rauch  
\* MARY LOU K. RAUCH

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 6-28-2008)

(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

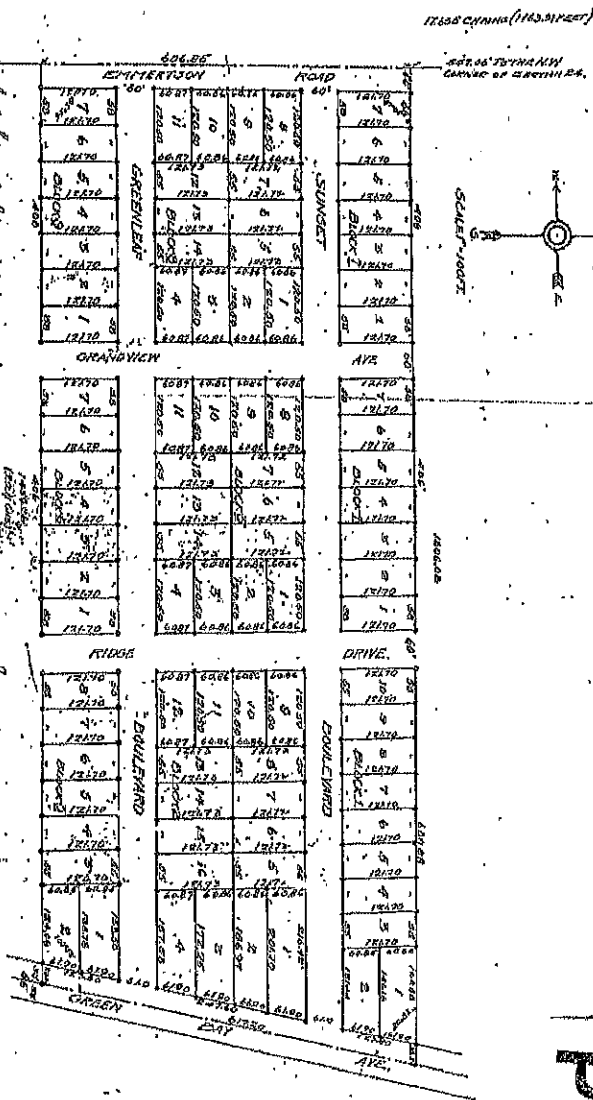
\* Type name below signatures.

097033

Jan. 19, 1928

# STIGHTS TEST SUITS

U



1847  
 1848  
 1849  
 1850  
 1851  
 1852  
 1853  
 1854  
 1855  
 1856  
 1857  
 1858  
 1859  
 1860  
 1861  
 1862  
 1863  
 1864  
 1865  
 1866  
 1867  
 1868  
 1869  
 1870  
 1871  
 1872  
 1873  
 1874  
 1875  
 1876  
 1877  
 1878  
 1879  
 1880  
 1881  
 1882  
 1883  
 1884  
 1885  
 1886  
 1887  
 1888  
 1889  
 1890  
 1891  
 1892  
 1893  
 1894  
 1895  
 1896  
 1897  
 1898  
 1899  
 1900  
 1901  
 1902  
 1903  
 1904  
 1905  
 1906  
 1907  
 1908  
 1909  
 1910  
 1911  
 1912  
 1913  
 1914  
 1915  
 1916  
 1917  
 1918  
 1919  
 1920  
 1921  
 1922  
 1923  
 1924  
 1925  
 1926  
 1927  
 1928  
 1929  
 1930  
 1931  
 1932  
 1933  
 1934  
 1935  
 1936  
 1937  
 1938  
 1939  
 1940  
 1941  
 1942  
 1943  
 1944  
 1945  
 1946  
 1947  
 1948  
 1949  
 1950  
 1951  
 1952  
 1953  
 1954  
 1955  
 1956  
 1957  
 1958  
 1959  
 1960  
 1961  
 1962  
 1963  
 1964  
 1965  
 1966  
 1967  
 1968  
 1969  
 1970  
 1971  
 1972  
 1973  
 1974  
 1975  
 1976  
 1977  
 1978  
 1979  
 1980  
 1981  
 1982  
 1983  
 1984  
 1985  
 1986  
 1987  
 1988  
 1989  
 1990  
 1991  
 1992  
 1993  
 1994  
 1995  
 1996  
 1997  
 1998  
 1999  
 2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100  
 2101  
 2102  
 2103  
 2104  
 2105  
 2106  
 2107  
 2108  
 2109  
 2110  
 2111  
 2112  
 2113  
 2114  
 2115  
 2116  
 2117  
 2118  
 2119  
 2120  
 2121  
 2122  
 2123  
 2124  
 2125  
 2126  
 2127  
 2128  
 2129  
 2130  
 2131  
 2132  
 2133  
 2134  
 2135  
 2136  
 2137  
 2138  
 2139  
 2140  
 2141  
 2142  
 2143  
 2144  
 2145  
 2146  
 2147  
 2148  
 2149  
 2150  
 2151  
 2152  
 2153  
 2154  
 2155  
 2156  
 2157  
 2158  
 2159  
 2160  
 2161  
 2162  
 2163  
 2164  
 2165  
 2166  
 2167  
 2168  
 2169  
 2170  
 2171  
 2172  
 2173  
 2174  
 2175  
 2176  
 2177  
 2178  
 2179  
 2180  
 2181  
 2182  
 2183  
 2184  
 2185  
 2186  
 2187  
 2188  
 2189  
 2190  
 2191  
 2192  
 2193  
 2194  
 2195  
 2196  
 2197  
 2198  
 2199  
 2200  
 2201  
 2202  
 2203  
 2204  
 2205  
 2206  
 2207  
 2208  
 2209  
 2210  
 2211  
 2212  
 2213  
 2214  
 2215  
 2216  
 2217  
 2218  
 2219  
 2220  
 2221  
 2222  
 2223  
 2224  
 2225  
 2226  
 2227  
 2228  
 2229  
 2230  
 2231  
 2232  
 2233  
 2234  
 2235  
 2236  
 2237  
 2238  
 2239  
 2240  
 2241  
 2242  
 2243  
 2244  
 2245  
 2246  
 2247  
 2248  
 2249  
 2250  
 2251  
 2252  
 2253  
 2254  
 2255  
 2256  
 2257  
 2258  
 2259  
 2260  
 2261  
 2262  
 2263  
 2264  
 2265  
 2266  
 2267  
 2268  
 2269  
 2270  
 2271  
 2272  
 2273  
 2274  
 2275  
 2276  
 2277  
 2278  
 2279  
 2280  
 2281  
 2282  
 2283  
 2284  
 2285  
 2286  
 2287  
 2288  
 2289  
 2290  
 2291  
 2292  
 2293  
 2294  
 2295  
 2296  
 2297  
 2298  
 2299  
 2300  
 2301

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.

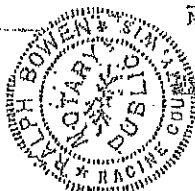
Said lots, blocks, streets and alleys, being known as SUNSET HEIGHTS ADDITION being a subdivision of a part of the Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) of section #24, Township Three (3) North, Range twenty-two (22) East, of the Fourth Principal Meridian, in the town of Mt. Pleasant, Racine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

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

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

Second day of May 1928  
 IN THE PRESENCE OF:  
 William Mulberg.  
 Address R3 BIRCHDALE  
 Arthur Ludwigson  
 1312 1/2 Green Ave.  
 STATE OF WISCONSIN }  
 COUNTY OF RACINE } SS  
 Personally came before me this Second day of May, A.D. 1928  
 John Jorgensen President, and  
 Robert Jorgensen Secretary, of the foregoing named corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same as their act for and on behalf of said corporation.

Ralph Bowen  
 Notary Public, Racine, County, Wis.



Commission expires July 12, 1931.

344556

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

Consent

Register's Office  
 Racine County, Wis.  
 Received for Record & day of June, A. D. 1928 at 10:20 a.m.  
 of which and recorded in Volume 242 of Records page 527  
 Charles D. Jorgensen  
 Register of Deeds  
 Deputy

344556

242-527

June 8, 1928

Racine County, Wis. } 53  
Received for Record 14th day of February, A.D. 1985 at 2:33  
o'clock P.M. and recorded in Volume 1785  
of Deeds on page 24

T.S.# 51-108-03-22-24-030-110

RELEASE OF EASEMENT

1187037

Theron M. Schuttler  
Register of Deeds

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

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

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

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

In Presence of:

★ WISCONSIN NATURAL GAS COMPANY

Gail Kruppel

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

Gail Kruppel

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

STATE OF WISCONSIN)  
185  
RACINE COUNTY )

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



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

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



Vol 479 683

M-6610  
(2-47)  
FSC 20C

Line Title or Exchange: Racine  
(Pole No's \_\_\_\_\_ or Pole Sec. No. \_\_\_\_\_ Blk. No. \_\_\_\_\_)  
R.L.

In consideration of the sum of Twenty-five and 20/100  
DOLLARS (\$ 25.00 ), the undersigned, for themselves, their heirs,  
successors and assigns, grant S and convey S unto the WISCONSIN TELEPHONE  
COMPANY, its successors and assigns, the following described rights:

To place and maintain underground conduit, cable, pole and  
anchor

and other appliances necessary in the conduct of its business on, over and  
beneath and within two (2) feet parallel  
and adjacent to the east line on

land owned by the grantor S and described as follows: Lot 3, Blk. 1  
Sunset Heights

in the Town of Pleasant, Racine County,  
Wisconsin.

The grantee covenants to pay the reasonable value  
of crop loss or physical property damage.

Signed this 30 day of July, 19 48.

WITNESS:

Mrs. H. Krusienski  
Mrs. H. Krusienski

Arthur F. Groessel  
Arthur F. Groessel

Walter Krusienski (Seal)  
Walter Krusienski Land Owner

Mildred Krusienski (Seal)  
Mildred Krusienski His Wife

539383

479-683

Aug. 26, 1948

State of Wisconsin )  
County of Racine ) ss.

Personally appeared before me this 30 day of July  
1948, Walter Krusienski and Mildred Krusienski  
Walter Krusienski and Mildred Krusienski  
to me known to be the person 5 who executed the instrument on the other side  
hereof and acknowledged the same.

Arthur F. Groessel.  
Arthur F. Groessel  
Notary Public, Milwaukee County, Wis.  
My commission expires Oct. 14, 1951

Grant  
Walter Krusienski and Mildred Krusienski  
to  
Wisconsin Telephone Company

539383

Register of Deeds  
Racine County, Wis.  
Received for Record 26 day of July  
1948 at 3:04  
o'clock. Map recorded in Volume 417  
of Deeds page 683 to 684  
Paul J. Peterson  
Register of Deeds

By \_\_\_\_\_  
Deputy

Co. J. [unclear]  
(1442)  
(1443)

EASEMENT PROVIDING FOR WATER SUPPLY

VOL. 533 PAGE 723

THIS AGREEMENT, Made the 30th day of July, 1952, between WALTER W. KRUSIENSKI and MILDRED H. KRUSIENSKI, his wife, parties of the first part, and DR. ALBIN J. SCHLEPER and EVELYN SCHLEPER, his wife, parties of the second part,

W I T N E S S E T H :

Whereas, said parties of the first part are the owners of the following described premises, to-wit:

Lots 3, 4 and 5, Block 1, Sunset Heights;  
said land being in the Town of Mt. Pleasant,  
Racine County, Wisconsin,

and the said parties of the second part are the owners of the following described premises, to-wit:

Lots 1 and 2, Block 1, Sunset Heights; said  
land being in the Town of Mt. Pleasant,  
Racine County, Wisconsin; and,

Whereas, there is a well and pump located on the premises owned by the said parties of the first part, and it is the intent of said parties of the first part to furnish water from said well and pump for all domestic purposes to the said parties of the second part;

Now, therefore, in consideration of the payment of Four and no/100 (\$4.00) Dollars per month, due and payable on the first (1st) day of each month, beginning on the 1st day of August, 1952, payable by the parties of the second part to the parties of the first part, the said parties of the first part, their heirs, legal representatives and assigns, hereby promise and agree to furnish to the said parties of the second part, their heirs, legal representatives and assigns forever, sufficient water for all domestic purposes from said well and pump to the premises owned by the said parties of the second part;

And the said parties of the first part further covenant and agree with said parties of the second part, their heirs, legal representatives and assigns, that they will keep said pump and well in

590030

533-723

July 31, 1952

good working condition, furnishing therefor all necessary costs and charges of operation, including electric service, repairs and maintenance;

And should said well at any time run dry, parties of the first part, their heirs, legal representatives and assigns, shall immediately take the necessary steps to correct said condition and will drill a new well, if necessary, so that the parties of the second part are furnished with an adequate water supply for all domestic purposes;

And should the parties of the second part, their heirs, legal representatives and assigns, fail to pay the sum of Four and no/100 (\$4.00) Dollars per month as hereinbefore set forth, parties of the first part, their heirs, legal representatives and assigns, in order to terminate the terms of this agreement shall serve a thirty (30) days' written notice to said parties of the second part, their heirs, legal representatives or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of July, 1952.

Walter W. Krusienski (SEAL)  
Walter W. Krusienski

Mildred H. Krusienski (SEAL)  
Mildred H. Krusienski

In the Presence of:

Irving Aronin  
Irving Aronin  
Elinor J. Larsen  
Elinor J. Larsen  
(As to parties of first part)

Dr. Albin J. Schleper (SEAL)  
Dr. Albin J. Schleper  
Evelyn Schleper (SEAL)  
Evelyn Schleper

In the Presence of:

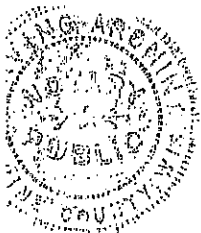
Irving Aronin  
Irving Aronin  
Elinor J. Larsen  
Elinor J. Larsen  
(As to parties of second part)

STATE OF WISCONSIN  
COUNTY OF RACINE

ss.

VOL 533 PAGE 725

Personally appeared before me this 30th day of July,  
1952, the above named WALTER W. KRUSIENSKI and MILDRED H. KRUSIENSKI,  
his wife, DR. ALBIN J. SCHLEPER and EVELYN SCHLEPER, his wife, to me  
well known to be the persons who executed the above and foregoing  
agreement and acknowledged the same.



*James Cronin*

Notary Public, Racine County, Wisconsin  
My Commission expires Feb. 28, 1954

*Walter W. Krusienksi*  
*and*

*Dr. Albin J. Schleper*

590030

EASEMENT PROVIDING FOR WATER  
SUPPLY

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

Received for Record 31 day of  
July A. D., 1952 at 8:44  
clock P. M. and recorded in Volume 533  
of Deeds page 723-725  
*Louis D. Peterson*  
Register of Deeds

By \_\_\_\_\_  
Cedrus

WEST LOMB FEDERAL  
ATTORNEYS AT LAW  
RACINE, WISCONSIN  
150 Rte.

DOCUMENT #

1700577

EASEMENT AGREEMENT

Document Number

Document Title

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

1999 SEP -9 PM 3:43

MARK A. LADD  
REGISTER OF DEEDS

14-  
Recording Area

Name and Return Address

HERITAGE TITLE  
610 SIXTH STREET  
Racine WI 53401

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

ROD/009

VOL PAGE

2959 376-378

ORIGINAL

EASEMENT AGREEMENT

This Easement made and entered into this 20th day of Sept, 1998  
by and between Daniel S. Nelson and Carol A. Nelson, Parties of the First  
Part, and John A. Boticki and Constance J. Boticki, his wife, Parties of the  
Second Part.

Witnesseth

Whereas, Parties of the First Part are the owners of a tract of land  
known and described as follows:

Lots 3, 4, and 5, Block 1, Sunset Heights, according to the recorded plat  
thereof. Said land being in the Town of Mt. Pleasant, Racine County,  
Wisconsin.

Tax Key Nos. 51-008-03-22-24-031-000 and 51-008-03-22-24-032-000

Address: 5826 Sunset Blvd.

Whereas, Parties of the Second Part are the owners of a tract of land  
known and described as follows:

1. Lot 6 and the East 1/2 of Lot 7, Block 1, Sunset Heights, according to  
the recorded plat thereof. EXCEPTING the East 46.4 feet of the North 36.5  
feet of said Lot 6.

2. The East 46.4 feet of the North 36.5 feet of Lot 6, Block 1, Sunset  
Heights, according to the recorded plat thereof.

Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No. 51-008-03-22-24-033-000

Address: 5834 Sunset Blvd.

Whereas, the Parties of the Second Part have erected a garage on their  
tract of land and that the overhang of said garage encroaches upon the tract  
of land owned by the Parties of the First Part to the extent of 1.43 feet.

Now, therefore, in consideration of mutual covenants hereinafter  
contained, it is agreed by and between the Parties hereto that an Easement  
is hereby granted by the Parties of the First Part to the Parties of the  
Second Part to permit said encroachment as it now exists.

That the Parties of the Second Part shall have the right at all  
reasonable times to enter the above mentioned land of the Parties of the  
First Part for the purpose of repairing that portion of the garage that is  
encroaching.

This Easement shall be binding upon the Parties hereto, their heirs,  
successors, personal representative or assigns.

In witness whereof, the parties have set their hands and seals the day  
first above written.

Parties of the First Part

Daniel S. Nelson  
Daniel S. Nelson

Carol A. Nelson  
Carol A. Nelson

Parties of the Second Part

John A. Boticki  
John A. Boticki

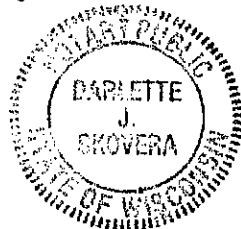
Constance J. Boticki  
Constance J. Boticki

ACKNOWLEDGMENT

(STATE OF WISCONSIN)  
( ) SS  
(Racine County )

Personally came before me, this 8<sup>th</sup> day of October,  
A.D., 1998 the above named John A. Boticki & Constance J. Boticki

\_\_\_\_\_ to  
me known to be the persons who executed the foregoing instrument and  
acknowledge the same.



Darlette J. Skovera

\* DARLETTE J. SKOVERA

Notary Public Racine County, WI

My Commission Expires 1-13-2002.

DRAFTED BY: Alexander Lapotko, II.



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

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

*James A. Ladwig*

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

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

see attached parcel  
listing

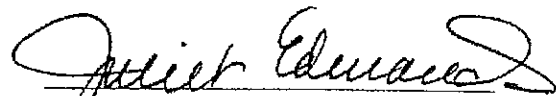
Parcel ID Number(s)

**RESOLUTION NO. 3-98**

**CERTIFICATION**

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

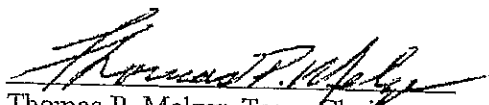
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

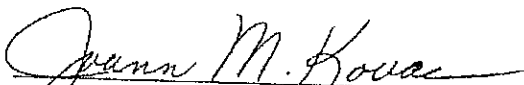
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:

  
Thomas P. Melzer, Town Chair

  
Joann M. Kovac, Town Clerk/Treasurer

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

**PLEASE TAKE NOTICE:**

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

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

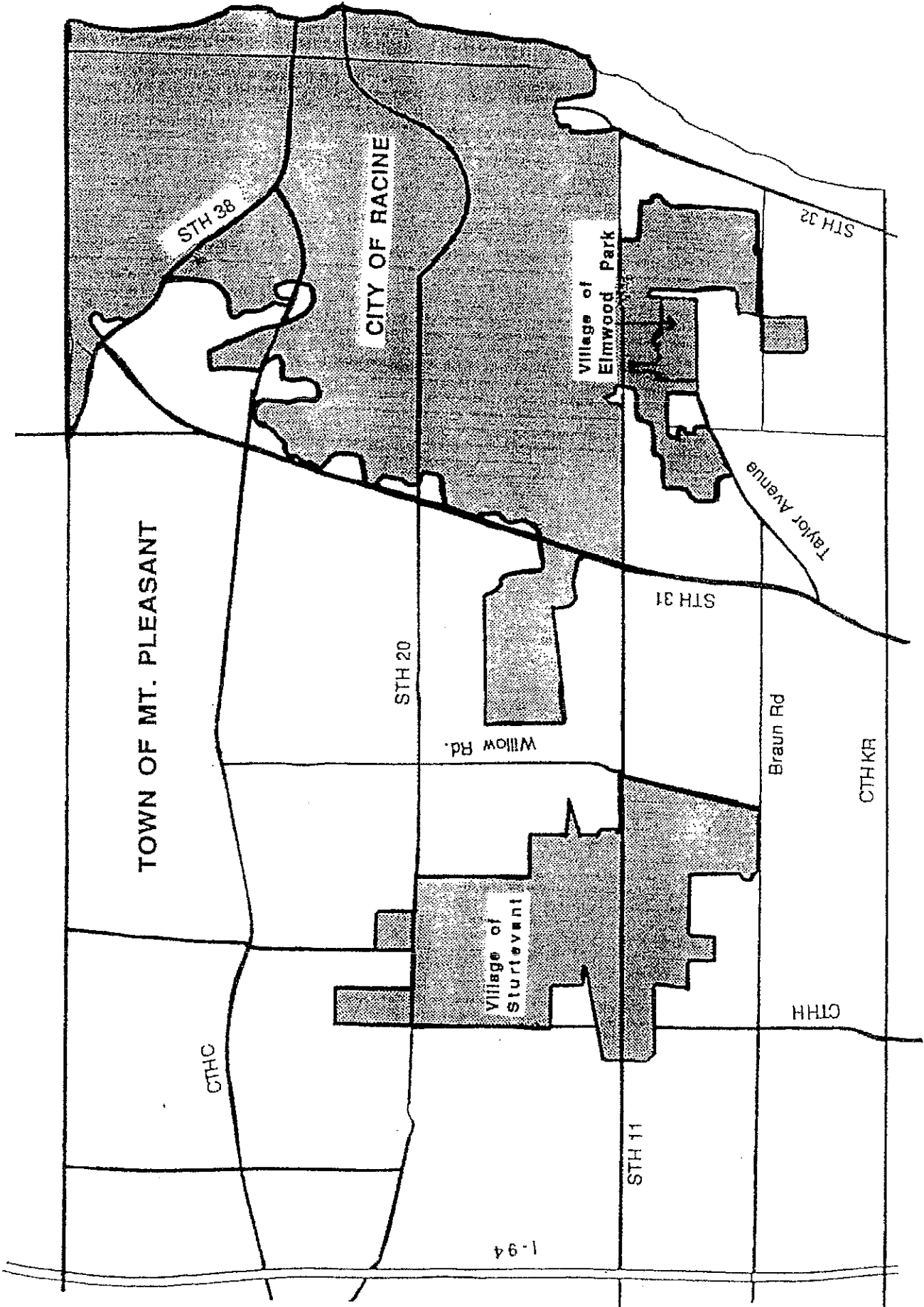
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

**DESCRIPTION**

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



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of Elmwood Park

Village of Sturtevant

STH 38

STH 20

STH 31

STH 32

STH 11

CTHC

CTHH

CTH KR

Willow Rd.

Braun Rd

Taylor Avenue

1-94

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

*Connie C. Madsen*

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

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to LenderClose Inc.  
Pages: 10

## MORTGAGE

DOCUMENT NUMBER:

NAME AND RETURN ADDRESS:  
MCU Financial Center Credit Union  
1462 S Green Bay Rd  
Racine, WISCONSIN 53406

PARCEL IDENTIFICATION NUMBER: 51-151-03-22-24-032-000

This instrument was prepared by:  
BRANNAN HOOD  
MCU Financial Center Credit Union  
1462 S Green Bay Rd  
Racine, WISCONSIN 53406  
262-634-6691

(Space Above This Line For Recording Data)

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 25, 2019**, together with all Riders to this document.

(B) "Borrower" is **JEFFREY A KOWALCZUK AND NANCY A KOWALCZUK, HUSBAND AND WIFE**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **MCU Financial Center Credit Union**, organized and existing under the laws of Wisconsin. Lender's address is **1462 S Green Bay Rd, Racine, WISCONSIN 53406**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **September 25, 2019**. The Note states that Borrower owes Lender **ONE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED FIFTY AND 93/100 Dollars (U.S. \$199,850.93)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2029**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

*JK N.K.*



(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other (Specify)       |   |  |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Racine County:

**LOTS 3, 4, AND 5, BLOCK 1, SUNSET HEIGHTS ACCORDING TO THE RECORDED PLAT THEREOF, SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.**

which currently has the address of **5826 Sunset Blvd**

**Mt Pleasant, WISCONSIN 53406**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the

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

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance. To have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has

designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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



Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

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

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure

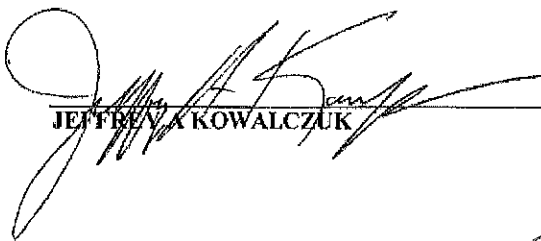
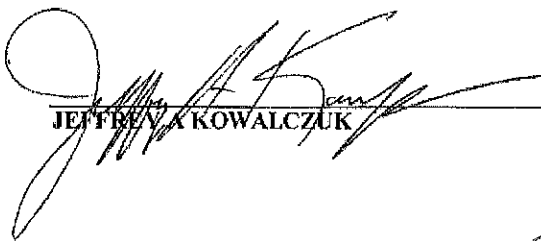




judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

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

Witnesses:

 -Witness  
 (Seal)  
JEFFREY A KOWALCZUK -Borrower

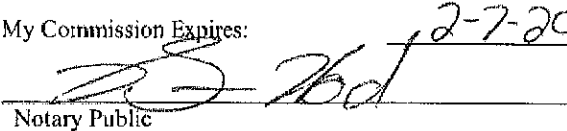
 -Witness  
 (Seal)  
NANCY A KOWALCZUK -Borrower

STATE OF WISCONSIN , RACINE County ss:

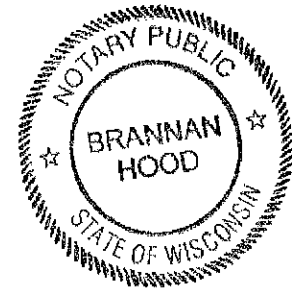
The foregoing instrument was acknowledged before me this 25th day of September, 2019 by JEFFREY A KOWALCZUK and NANCY A KOWALCZUK.

Witness my hand and official seal.

My Commission Expires:

 2-7-2020  
Notary Public

(Seal)



Loan originator (Organization): **MCU Financial Center Credit Union**; NMLS #: 704234

Loan originator (Individual): **BRANNAN HOOD**; NMLS #: 831879