

**Knight | Barry**  
TITLE GROUP  
Integrity. Experience. Innovation.

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)  
Completed on: 1/3/20 8:10 am  
Last Revised on: 1/3/20 8:10 am  
Printed on: 1/3/20 8:10 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: 12/04/2019 at 8:00 am

Owner(s) of record: Francis A. Barnes and Deborah D. Barnes, husband and wife

Property address: 5713 16th Street, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the South line of said Section 238.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 190.5 feet East of the center line of the Green Bay Road; run thence East 42 feet parallel to the South line of the said Section; run thence South 182.17 feet to the South line of said Section; run thence West along the South line of said Section 42 feet to the point of beginning. EXCEPTING a 17.5 foot right-of-way across the North side to be used for highway purposes. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-13-203-000

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

Mortgage from Francis A. Barnes and Deborah D. Barnes, husband and wife to Educators Credit Union in the amount of \$65,200.00 dated December 14, 2016 and recorded December 19, 2016 as Document No. 2453387.

**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 Mt Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

**Judgments / Liens**

None

**General Taxes**

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$1,764.76, and all prior years are paid.

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



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**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).





1079364

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

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 2:30:42 PM

**Owner Address**

BARNES, FRANCES A  
5713 16 ST  
RACINE, WI 53406

**Owner**

FRANCES A BARNES  
DEBORAH D BARNES

**Property Information**

Parcel ID: 151-032213203000  
Document # 1605617  
Tax Districts:  
UNIFIED SCHOOL DISTRICT

**Property Description**

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

WILKIE ADD UNREC LOT 4 - S182.17'OF W42'OF  
E3308.83'IN S1/2

Municipality: 151-VILLAGE OF MT PLEASANT  
Property Address: 5713 16TH ST

**Tax Information****Print Tax Bill**

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	825.76
<u>Second:</u>	939.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	1,764.76
<u>Base Tax:</u>	1,949.73
<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)	1,764.76
<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	0.16	\$25,200	\$72,200	\$97,400
	0.16	\$25,200	\$72,200	\$97,400

Assessment Ratio: 0.9856968380

Fair Market Value: 98800.00

**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>
12/19/2018	130666	1764.76	0.00	0.00	1764.76

\*No data found for Delinquent Tax Summary in 2018



## Racine County

Owner (s):

**BARNES, FRANCES A**  
**BARNES, DEBORAH D**

Location:

**Section, Sect. 13, T3N, R22E**

Mailing Address:

**FRANCES A BARNES**  
**DEBORAH D BARNES**  
**5713 16 ST**  
**RACINE, WI 53406-0000**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-13-203-000 151-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.):

**WILKIE ADD UNREC LOT 4 - S182.17'OF W42'OF E3308.83'IN S1/2**

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

**5713 16TH ST RACINE, WI 53406**

1 Lottery credit claimed effective 1/1/2014

### Tax History

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

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$1,764.76	\$1,764.76	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$1,759.04	\$1,759.04	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$1,708.75	\$1,708.75	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$1,721.95	\$1,721.95	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$1,630.94	\$1,630.94	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$1,706.49	\$1,706.49	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$1,830.55	\$1,830.55	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$1,884.51	\$1,884.51	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$1,985.06	\$1,985.06	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$1,937.29	\$1,937.29	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$1,841.30	\$1,841.30	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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

DOCUMENT #

1605617

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 3 - 1982  
QUIT CLAIM DEEDREGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

97 DEC 10 PM 2:55

MARK A. LADD  
REGISTER OF DEEDS

Francis A. Barnes

quit-claims to Francis A. Barnes and Deborah D. Barnes,  
husband and wifethe following described real estate in Racine County,  
State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Mr. and Mrs. Francis A. Barnes  
5713 16th Street  
Racine, WI 5340651-008-03-22-13-203-000  
PARCEL IDENTIFICATION NUMBER

Part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the South line of said Section 238.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 190.5 feet East of the center line of the Green Bay Road; run thence East 42 feet parallel to the South line of the said section; run thence South 182.17 feet to the South line of said Section; run thence West along the South line of said Section 42 feet to the point of beginning, EXCEPTING a 17.5 feet right-of-way across the North side to be used for highway purposes. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Exempt 77.25 \$8mThis is homestead property.  
(is) (is not)Dated this 4th day of December, 19 97\_\_\_\_\_  
(SEAL)\* \_\_\_\_\_  
(SEAL)\* \_\_\_\_\_  
(SEAL)Francis A. Barnes (SEAL)\* Francis A. Barnes (SEAL)

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

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

## AUTHENTICATION

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

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by \_\_\_\_\_, Wis. State)THIS INSTRUMENT WAS DRAFTED BY  
CARLSON  
Atty. Jeffrey B. Green

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

## ACKNOWLEDGMENT

State of Wisconsin,

Racine County,

Personally came before me this 4th day of  
December, 19 97, the above namedFrancis A. Barnesto me known to be the person \_\_\_\_\_ who executed the foregoing  
instrument and acknowledge the same.\* Sandra L. CarlsonNotary Public, Racine County, Wis.My commission is permanent. (If not, state expiration date:  
5-9-99, 19 \_\_\_\_\_)

QUIT CLAIM DEED

STATE BAR OF WISCONSIN  
Form No. 3 - 1982Wisconsin Legal Blank Co., Inc.  
Milwaukee, Wis.

2704 156

VOL PAGE

DOCUMENT NO.

360461

VOL 1276 PAGE 36

F-7346

This Deed, made between Ingvald A. Skulstad and Margarethe Skulstad, his wife

and Francis A. Barnes

Grantor

Witnesseth, That the said Grantor for a valuable consideration \$1.00 and other good and valuable consideration

conveys to Grantee the following described real estate in Racine County, State of Wisconsin:

Part of the South 1/2 of Section 13, Township 3, North, Range 22 East, bounded as follows: Begin at a point on the south line of said section 238.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 190.5 feet East of the center line of the Green Bay Road; run thence East 42 feet parallel to the South line of the said section; run thence South 182.17 feet to the South line of said section; run thence West along the South line of said section 42 feet to the point of beginning, excepting a 17.5 foot right of way across the North side to be used for highway purposes. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Wisconsin Real Estate Transfer Tax \$ 12.50

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining: And Ingvald A. Skulstad and Margarethe Skulstad, his wife

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and Zoning Ordinances and recorded easements for public utilities, recorded building restrictions, recorded easements and restrictions

and will warrant and defend the same.

Executed at Racine, Wisconsin this 30th day of July, 1975.

SIGNED AND SEALED IN PRESENCE OF

Ingvald A. Skulstad (SEAL)

Margarethe Skulstad (SEAL)

Margarethe Skulstad (SEAL)

Margarethe Skulstad (SEAL)

Signatures of

authenticated this day of 19

Title: Member State Bar of Wisconsin or Other Party  
Authorized under Sec. 706.06 viz.

STATE OF WISCONSIN

Racine County, ss.

Personally came before me, this 30th day of July, 1975, the above named Ingvald A. Skulstad and Margarethe Skulstad, his wife

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

THIS INSTRUMENT WAS DRAFTED BY

Charles Realty Co.

Jack E. Byrd

The use of witnesses is optional.

Notary Public, Racine County, Wis.

STATE BAR OF WISCONSIN - FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

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

Received for Record 4th day of

August A.D., 1975 at 8:55

o'clock P.M. and recorded in Volume 1276

Records on page 36

Stanley F. Bialecki  
Registrar of Deeds

2.00  
RETURN  
First Federal Savings & Loan Ass'n  
3009 Washington Avenue  
Racine, Wisconsin 53405

Tax Key # 702-184

This is a homestead property.

96 Dule 1

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

Document Title Above

DOC # 2210698  
Recorded  
Apr. 27, 2009 AT 11:27AM

*James A. Ladwig*

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

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

*see attached parcel*  
*listing*

Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

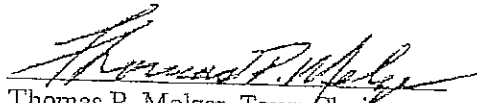
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

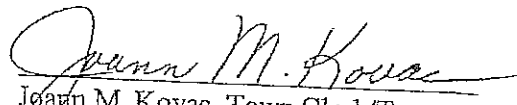
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

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.

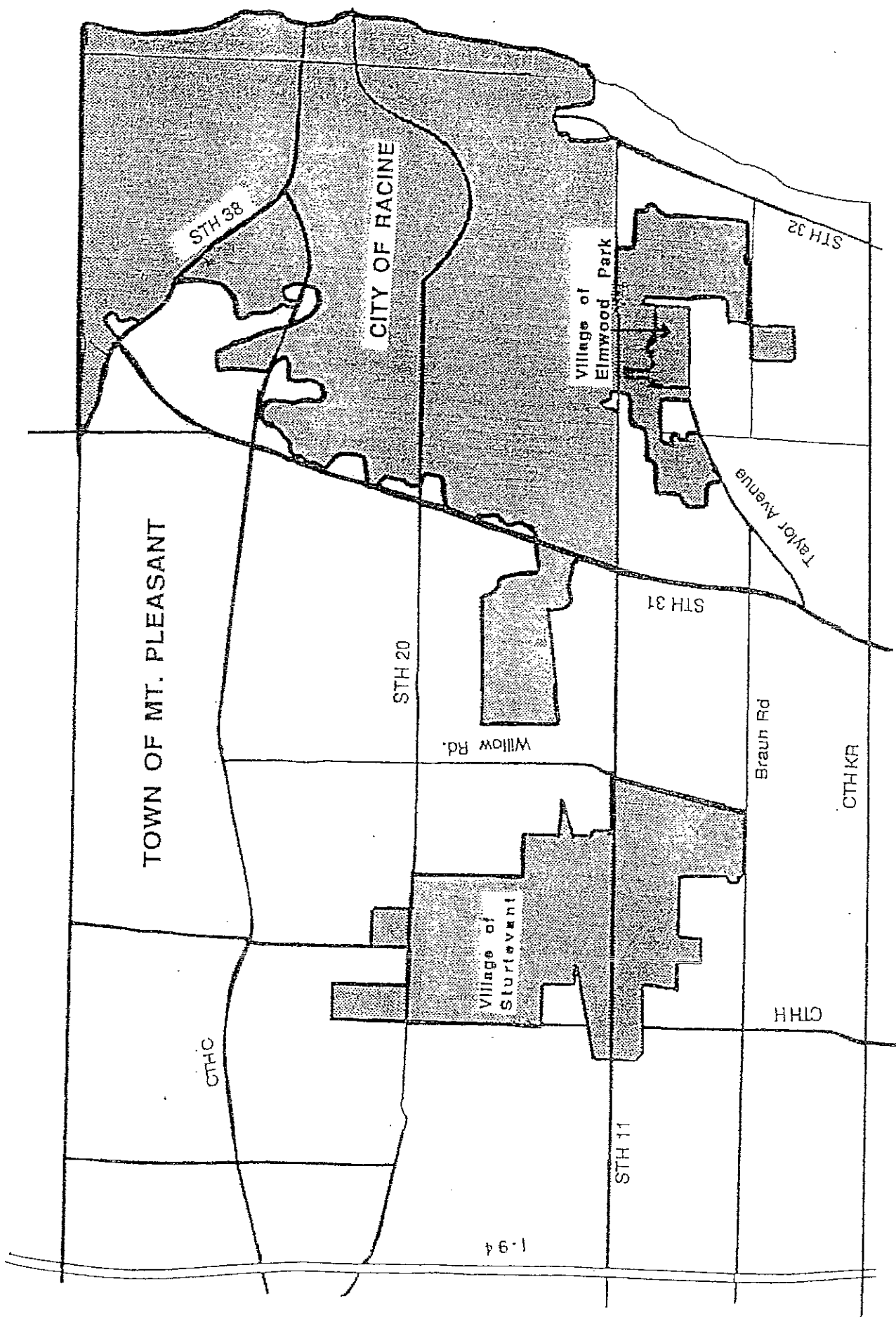
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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



3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
3751 151032213097000	3752 151032213099000	3753 151032213100000	3754 151032213102010	3755 151032213103000
3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
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3771 151032213116201	3772 151032213116202	3773 151032213116203	3774 151032213116204	3775 151032213117101
3776 151032213117102	3777 151032213117103	3778 151032213117201	3779 151032213117202	3780 151032213117203
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3786 151032213122000	3787 151032213123000	3788 151032213124000	3789 151032213124001	3790 151032213125000
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3806 151032213145000	3807 151032213146000	3808 151032213147000	3809 151032213148000	3810 151032213149000
3811 151032213149001	3812 151032213149002	3813 151032213149003	3814 151032213149004	3815 151032213150000
3816 151032213150010	3817 151032213151000	3818 151032213151010	3819 151032213152000	3820 151032213154001
3821 151032213154005	3822 151032213155000	3823 151032213156000	3824 151032213157000	3825 151032213158000
3826 151032213159000	3827 151032213160000	3828 151032213161000	3829 151032213162000	3830 151032213163000
3831 151032213164000	3832 151032213165000	3833 151032213166000	3834 151032213167000	3835 151032213168100
3836 151032213168101	3837 151032213168102	3838 151032213168103	3839 151032213168210	3840 151032213168220
3841 151032213170000	3842 151032213171000	3843 151032213177000	3844 151032213178000	3845 151032213179000
3846 151032213180000	3847 151032213181000	3848 151032213182000	3849 151032213183000	3850 151032213184000
3851 151032213185000	3852 151032213186000	3853 151032213187000	3854 151032213188000	3855 151032213189000
3856 151032213190000	3857 151032213191000	3858 151032213192000	3859 151032213193000	3860 151032213194000
3861 151032213195000	3862 151032213196000	3863 151032213197000	3864 151032213198000	3865 151032213199000
3866 151032213200000	3867 151032213201000	3868 151032213202000	3869 151032213203000	3870 151032213204000
3871 151032213205000	3872 151032213206000	3873 151032213207000	3874 151032213208000	3875 151032213209000
3876 151032213210000	3877 151032213211000	3878 151032213212000	3879 151032213213000	3880 151032213214000
3881 151032213215000	3882 151032213217000	3883 151032213218000	3884 151032213220000	3885 151032213221000
3886 151032213222000	3887 151032213223000	3888 151032213225000	3889 151032213226000	3890 151032213227000
3891 151032213228000	3892 151032213229000	3893 151032213230000	3894 151032213231000	3895 151032213232000
3896 151032213233000	3897 151032213234000	3898 151032213235000	3899 151032213236000	3900 151032213237000
3901 151032213300000	3902 151032213301000	3903 151032213302000	3904 151032213303000	3905 151032213304000
3906 151032213305000	3907 151032213306000	3908 151032213307000	3909 151032213308000	3910 151032213309000
3911 151032213310000	3912 151032213311000	3913 151032213312000	3914 151032213313000	3915 151032213314000
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3951 151032213350000	3952 151032213351000	3953 151032213352000	3954 151032213353000	3955 151032213354000
3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

Document #: 2453387

Date: 12-19-2016 Time: 03:36 PM Pages: 4

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Educators Credit Union

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

## MORTGAGE

### WHEN RECORDED, MAIL TO:

Educators Credit Union

P.O. BOX 081040

Racine, Wisconsin 53408

NMLSR ID Number: 677380

Account Number: 192798

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Educators Credit Union\*\*

PARCEL ID NUMBER: 151032213203000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS MORTGAGE is made on December 14th 2016, between the Mortgagor,  
Francis A. Barnes and Deborah D. Barnes, husband and wife

(herein "Borrower"), and the Mortgagee, Educators Credit Union, a corporation organized  
and existing under the laws of Wisconsin, whose address is  
1400 N Newman Rd P.O. BOX 081040  
Racine, Wisconsin 53408 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$65,200.00 which indebtedness is evidenced by  
Borrower's note dated 12/14/2016 and extensions and renewals thereof (herein "Note"), providing for monthly installments of  
principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 12/19/2031;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums,  
with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and  
agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following  
described property located in the County of RACINE, State of Wisconsin:

Part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the South line of said Section 238.52  
feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 190.5 feet East of the center line of the Green Bay Road;  
run thence East 42 feet parallel to the South line of the said section; run thence South 182.17 feet to the South line of said section; run thence West  
along the South line of said Section 42 feet to the point of beginning, excepting a 17.5 feet right-of-way across the North side to be used for highway  
purposes. Said land being in the Town (now Village) of Mt. Pleasant, County of Racine, State of Wisconsin.

which has the address of 5713 16TH ST (Street)  
MOUNT PLEASANT, Wisconsin 534064505 herein "Property Address";  
(City) (Zip Code)

This property is ☒ is not ☐ the homestead of Mortgagor.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all  
of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said  
property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will  
defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the  
Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to  
one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain  
priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus  
one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender  
on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to  
Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional  
lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. 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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** If an amount larger than one full payment on the Note is more than 10 days overdue (or the first or last payment is more than 40 days overdue), or if any other condition in the Note or this Mortgage (including paragraph 16 hereof) is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Borrower's ability to pay amounts due, Lender prior to acceleration shall mail notice to Borrower of Borrower's right to cure the default as required by law. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees to the extent permitted by law.

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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following sale of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any, unless applicable law provides otherwise.

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

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

**NOTICE TO CUSTOMER**

- (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.  
(b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.  
(c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**X**

*Francis A. Barnes*

(Seal)

FRANCIS A. BARNES

Borrower

**X**

*Deborah D. Barnes*

(Seal)

DEBORAH D. BARNES

Borrower

Educators Credit Union Educators Credit Union  
Loan Originator Organization

677380  
NMLSR ID Number

Aundria Sargent  
Loan Originator

829736  
NMLSR ID Number

STATE OF WISCONSIN, Racine County ss:

The foregoing instrument was acknowledged before me this 12/14/2016 by  
(date)

FRANCIS A. BARNES

(person acknowledging)

DEBORAH D. BARNES

(person acknowledging)

My Commission expires: 8/17/2020

*Genesis Jordan*

Notary Public, State of Wisconsin

*Genesis Jordan*

Name

This instrument was prepared by BRITNI MCKINSTRY

1433332

NMLSR ID Number

