

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 8:53 am
Last Revised on:1/3/20 8:53 am
Printed on:1/3/20 8:53 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: 12/12/2019 at 8:00 am

Owner(s) of record:Randolph S. Bauernfeind

Property address:5635 16th Street, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That Part of the South ½ of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the South line of said Section 410.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 362.5 feet East of the center line of the Green Bay Road; thence East to the South line of the said Section, 47 feet; thence South 182.17 feet to the South line of said Section; thence West along the South line of said Section 47 feet to the point of beginning. EXCEPT the North 17.5 feet of said parcel of land which is 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: 151-03-22-13-207-000

Mortgages / Leases / Land Contracts / UCC

Mortgage from Randolph S. Bauernfeind, an unmarried person to Thomas E. Bauernfeind in the amount of \$60,000.00 dated October 19, 2012 and recorded July 3, 2013 as Document No. 2357567.

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.

Distribution Easement Joint and other matters contained in the instrument recorded March 8, 2006 as Document No. 2075348.

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.



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Completed on:1/3/20 8:53 am

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Taxes for the Year 2018 in the amount of \$1,680.51, 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).



2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:43:12 PM

1079407

Owner Address

BAUERNFEIND, RANDOLPH S
5635 16TH ST
RACINE, WI 53405

Owner

RANDOLPH S BAUERNFEIND

Property Information

Parcel ID: 151-032213207000
Document # 2357566
Tax Districts:
UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT S1/2COM S LN SEC410 E OF CEN GREEN BAY RD
N182 E47 S182 W47 TO POB EXC N17

Municipality: 151-VILLAGE OF MT PLEASANT

Property Address: 5635 16TH ST

Land Valuation

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
1	0.18	\$28,400	\$56,300	\$84,700
	0.18	\$28,400	\$56,300	\$84,700
<u>Assessment Ratio:</u>				0.9856968380
<u>Fair Market Value:</u>				85900.00

Tax Information

[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	868.51
<u>Second:</u>	812.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	1,680.51
<u>Base Tax:</u>	1,695.50
<u>Special Assessment:</u>	55.00
<u>Lottery Credit:</u>	0.00
<u>First Dollar Credit:</u>	69.99
<u>Amount Paid:</u> (View payment history info below)	1,680.51
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

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>
2/14/2019	166953	1680.51	16.81	8.41	1705.73

*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

BAUERNFEIND, RANDOLPH S

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

**RANDOLPH S BAUERNFEIND
5635 16TH ST
RACINE, WI 53405-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-207-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.0000

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

PT S1/2COM S LN SEC410 E OF CEN GREEN BAY RD N182 E47 S182 W47 TO POB EXC N17

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

5635 16TH ST RACINE, WI 53405

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$1,680.51	\$1,680.51	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$1,638.04	\$1,638.04	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$1,582.00	\$1,582.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$1,580.64	\$1,580.64	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$1,497.73	\$1,497.73	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$1,565.38	\$1,565.38	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$1,628.50	\$1,628.50	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$1,612.42	\$1,612.42	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$1,682.94	\$1,682.94	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$1,636.43	\$1,636.43	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$1,571.34	\$1,571.34	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Thomas E. Bauernfeind a/k/a Thomas Bauernfeind

_____ (“Grantor,” whether one or more),
and Randolph S. Bauernfeind

_____ (“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):

See Attached Exhibit A

Recording Area

Name and Return Address
FETEK LAW OFFICE, S.C.
BOX 360

30-2

151-032213207000

Parcel Identification Number (PIN)


This is not 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: recorded restrictions, recorded easements, municipal and zoning ordinances and accrued real estate taxes.

Dated October 19, 2012

_____(SEAL) Thomas E. Bauernfeind _____(SEAL)
* _____
_____(SEAL) _____(SEAL)
* _____*

AUTHENTICATION

Signature(s) Thomas E. Bauernfeind
 authenticated on October 19, 2012

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY)

Personally came before me on _____,
the above-named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

James J. Fetek, Attorney
Wisconsin State Bar No. 1007709

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(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.

EXHIBIT "A"

That 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 410.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 362.5 feet East of the center line of the Green Bay Road; thence East parallel to the South line of said Section 47 feet; thence South 182.17 feet to the South line of said Section; thence West along the South line of said Section 47 feet to the point of beginning, except the North 17.5 feet of said parcel of land which is to be used as a right of way for highway purposes. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Parcel Number: 51-151-03-22-13-207-000

Document Number

**DISTRIBUTION EASEMENT
JOINT**

WR NO. 217848

For good and valuable consideration which **HARRY C. SDRALIS & HRISOULA SDRALIS AND BILL GIANNOULIS & ARCELI GIANNOULIS**, AS THEIR INTERESTS APPLY hereinafter referred to as "grantor", owners of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, WISCONSIN BELL, INC. D/B/A SBC WISCONSIN & TIME WARNER ENTERTAINMENT COMPANY, LP** hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin; said premises being more particularly described in those certain Warranty Deeds recorded in the office of the Register of Deeds for Racine County, Wisconsin as Documents Nos. 1941448 & 1957577.

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of this easement is to install, maintain and replace utility facilities including a pole, wires, conduit and cables, one (1) electric pad-mounted transformer, one (1) concrete slab, pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

DOC # 2075348

Recorded

MAR. 08, 2006 AT 02:45PM

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00



RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

15 ✓

151-03-22-13-207-000 &

151-03-22-13-208-000

(Parcel Identification Numbers)

Grantor:

Harry Sdralis
HARRY SDRALIS

Grantor:

Hrisoula Sdralis
HRISOULA SDRALIS

Acknowledged before me in Kenosha County, Wisconsin, on February 28th, 2006, by
Harry Sdralis and Hrisoula Sdralis.

3244/2722

Kenneth Crow
Signature Notary Public, State of Wisconsin

Therese Osius
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires August 5, 2007

Grantor:

Bill Giannoulis
BILL GIANNOULIS

Grantor:

Arceli Giannoulis
ARCELI GIANNOULIS

Acknowledged before me in Racine County, Wisconsin, on February 7th, 2006, by
Bill Giannoulis and Arceli Giannoulis.

Brett R. Bezotte
Signature Notary Public, State of Wisconsin

Brett R. Bezotte
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

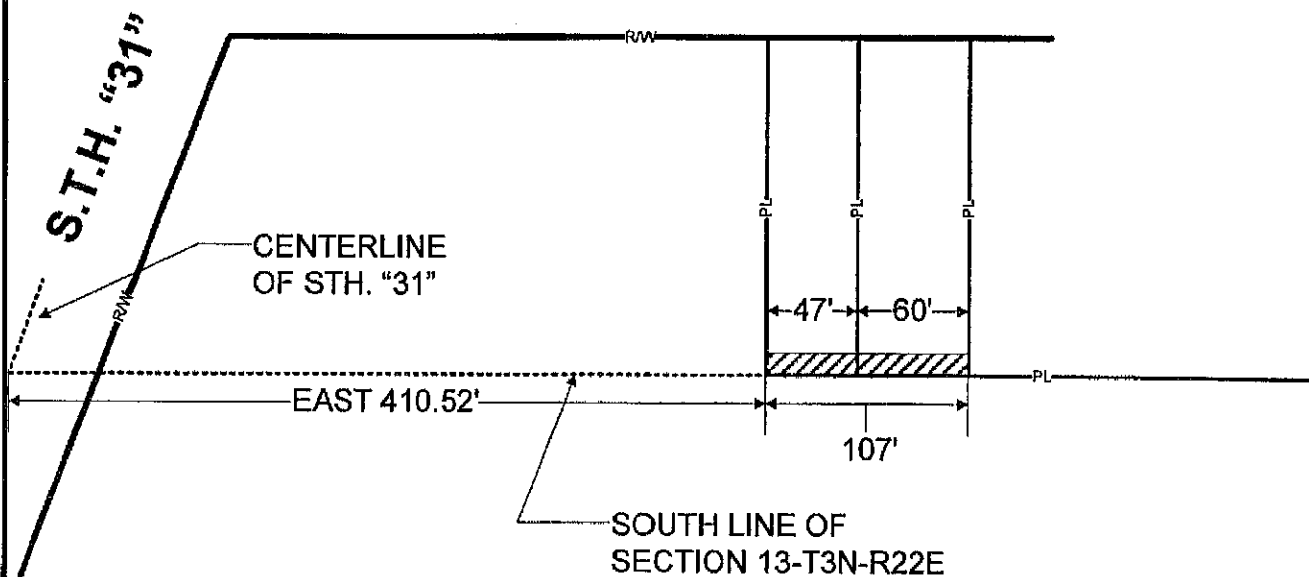
My commission expires 7-8-07



r:\data\as\real estate\eo\trasc\sdralis.doc



16TH STREET



KEY



12' EASEMENT AREA

EXHIBIT "A"
NOT TO SCALE

IDO 217848	PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.	DRAWN BY TAZ
REVISIONS		DATE February 1, 2006

WARRANTY DEED

DOC # 1941448

Recorded

NOV. 04, 2003 AT 11:53AM

Document Number

Document Title

This Deed, made between

CRAIG A. PETERSON and DENISE R. PETERSON, husband and wife
Grantor,and BILL GIANNOULIS AND ARCELI GIANNOULIS AND HARRY C.
SDRALIS
Grantee,Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following
described real estate in Racine County, State of Wisconsin:

That 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 410.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 362.5 feet East of the center line of the Green Bay Road; thence East parallel to the South line of said Section 47 feet; thence South 182.17 feet to the South line of said Section; thence West along the South line of said Section 47 feet to the point of beginning, except the North 17.5 feet of said parcel of land which is to be used as a right of way for highway purposes. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Recording Area

Name and Return Address

Grantee
5635 16th St
Racine, WI 53406

51-008-03-22-13-207-000
Parcel Identification Number (PIN)

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes for 2003, and will warrant and defend the same.

Dated this 31st day of October, 2003.

CRAIG A. PETERSON

(SEAL)

DENISE R. PETERSON

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this _____ day of _____, 20____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,
authorized by 708.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:
JOHN U. SCHNEIDER - ATTORNEY AT LAW

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

ATC File Number: 58537

ACKNOWLEDGMENT

STATE OF WISCONSIN

Racine County

Personally came before me this 31st day of
October, 2003 the above named

CRAIG A. PETERSON and DENISE R. PETERSON to me known to be the persons
who executed the foregoing instrument and acknowledge the same.

Dianne L. Hubbard

Notary Public: Racine County, Wis.
My Commission is permanent. (If not, state expiration

date: 12/17/2006

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 1982

0001478

WARRANTY DEED

DOC # 1957577

Recorded

FEB. 23, 2004 AT 03:51PM

Document Number

Document Title

This Deed, made between

CRAIG A. PETERSON and DENISE R. PETERSON, husband and wife

Grantor,

and HARRY C. SDRALIS and HRISOULA SDRALIS and BILL
GIANNOULIS AND ARCELI GIANNOULIS

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following
described real estate in Racine County, State of Wisconsin:

That 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 457.52 feet East of the center line of the Green Bay Road;
thence North 182.17 feet to a point 409.5 feet East of the center line
of the Green Bay Road; thence East parallel to the South line of said
Section 60 feet; thence South 182.17 feet to the South line of said
Section; thence West along the South line of said Section 60 feet to the
point of beginning, except the North 17.5 feet of said parcel of land
which is to be used as a right of way for highway purposes. Said land being in the Village of Mt. Pleasant, County of
Racine and State of Wisconsin.

Recording Area

Name and Return Address

Grantees

5635 - 16th St
Racine, WI 53405

51-151-03-22-13-208-000

Parcel Identification Number (PIN)

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Grantor warrants that the title is good, indefeasible in fee simple and free and clear
of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded
building and use restrictions and covenants, general taxes for 2004, and will warrant and defend the same.

Dated this 19th day of February, 2004.

Craig A. Peterson

(SEAL)

Denise R. Peterson

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this ____ day of _____, 20__.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not
authorized by 708.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:
JOHN U. SCHNEIDER - ATTORNEY AT LAW

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

ATC File Number: 57282

ACKNOWLEDGMENT

STATE OF WISCONSIN)

Racine) as

County)

Personally came before me this 19th day of
February, 2004 the above named

Craig A. PETERSON and DENISE R. PETERSON to me known to be the persons
who executed the foregoing instrument and acknowledged the same.

Penny A. Just

Notary Public Racine County, Wis.

My Commission is permanent. (If not, state expiration

Date: 3/4/07

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 -- 1982

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 ^{Village} Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

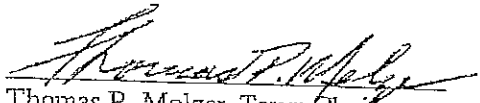
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

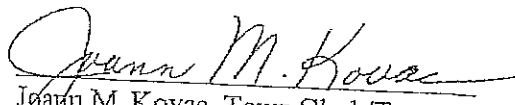
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

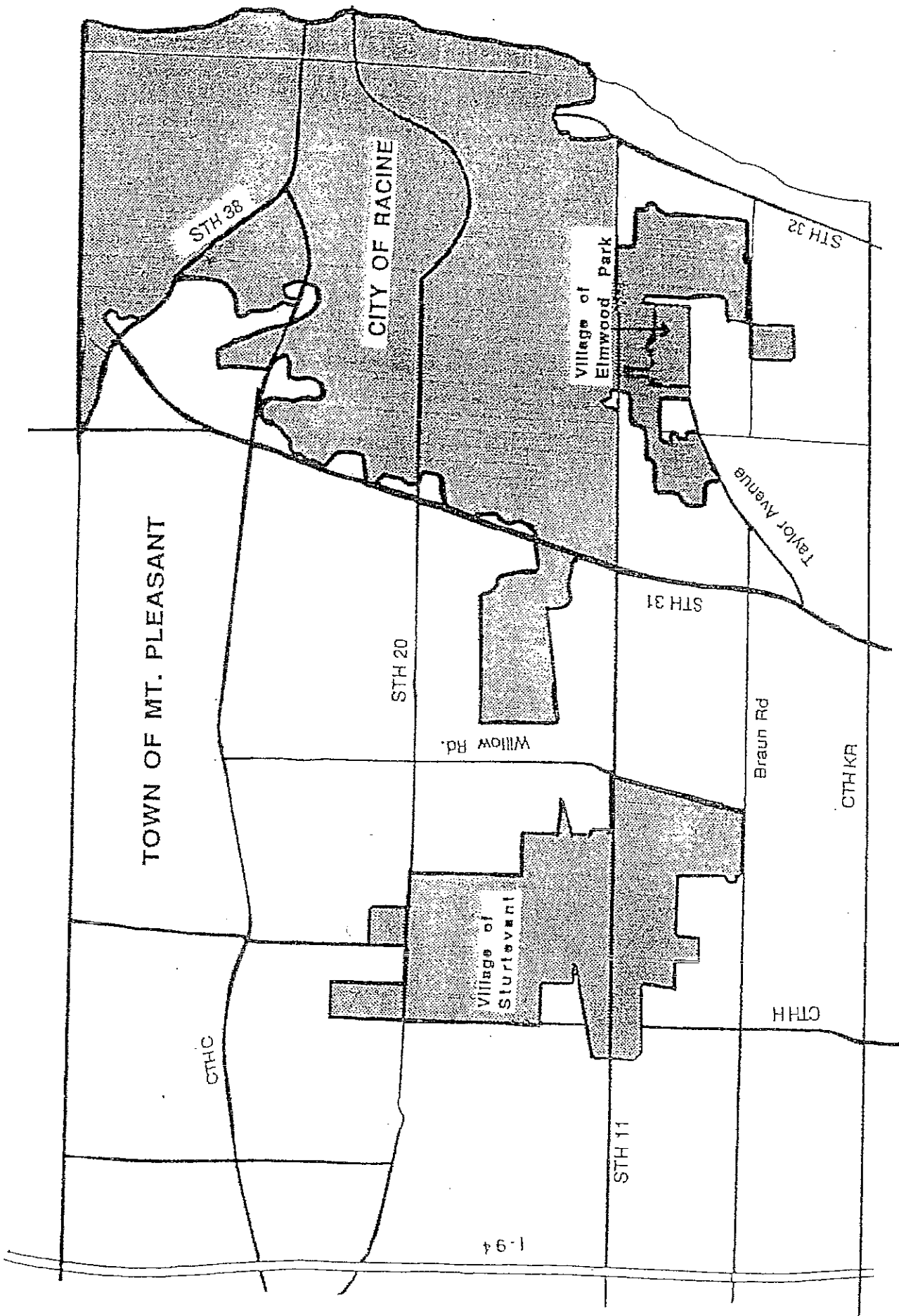
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of
Elmwood Park

STH 20

Willow Rd.

STH 31

Taylor Avenue

Braun Rd

CTH KR

CTH H

STH 11

1-94

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State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

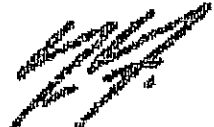
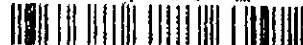
Randolph S. Bauernfeind, an unmarried person

("Mortgagor," whether one or more) mortgages to Thomas E. Bauernfeind

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 60,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated October 19, 2012 executed by Randolph S. Bauernfeind

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Racine County, State of Wisconsin ("Property"):

See Attached Exhibit A


TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 5


Recording Area

Name and Return Address
FETEK LAW OFFICE, S.C.
BOX 360

151-032213207000

Parcel Identification Number (PIN)

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

This is _____ a purchase money mortgage.
(is) (is not)

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:
No Exceptions

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date 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.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____; and

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated October 19, 2012

_____(SEAL) Randolph S. Bauernfeind _____(SEAL)
* _____ * Randolph S. Bauernfeind _____

_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

Signature(s) Randolph S. Bauernfeind
authenticated on October 19, 2012

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

THIS INSTRUMENT DRAFTED BY:

James J. Fetek, Attorney
Wisconsin State Bar No. 1007709

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____
the above-named _____
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(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.
MORTGAGE STATE BAR OF WISCONSIN

FORM NO. 21-2003

* Type name below signatures.

EXHIBIT "A"

That 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 410.52 feet East of the center line of the Green Bay Road; run thence North 182.17 feet to a point 362.5 feet East of the center line of the Green Bay Road; thence East parallel to the South line of said Section 47 feet; thence South 182.17 feet to the South line of said Section; thence West along the South line of said Section 47 feet to the point of beginning, except the North 17.5 feet of said parcel of land which is to be used as a right of way for highway purposes. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Parcel Number: 51-151-03-22-13-207-000