



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 9:06 am
Last Revised on: 1/3/20 9:06 am
Printed on: 1/3/20 9:06 am

Applicant Information

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

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/12/2019 at 8:00 am

Owner(s) of record: Anthony Nisiewicz

Property address: 5629 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 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 to the South line of the 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; 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.

Tax Key No: 151-03-22-13-208-000

Mortgages / Leases / Land Contracts / UCC

Mortgage from Anthony W. Nisiewicz, a single man to Fairway Independent Mortgage Corporation (MERS) in the amount of \$85,000.00 dated April 17, 2013 and recorded May 6, 2013 as Document No. 2351629.

Mortgage from Anthony Nisiewicz, a married man to Landmark Credit Union in the amount of \$20,000.00 dated July 1, 2016 and recorded July 8, 2016 as Document No. 2439119.

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

Knight BarryTITLE GROUP
Integrity. Experience. Innovation.Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
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This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$3,908.46, 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).



(87)

2018 Property Record | Racine County, WI

1079408

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:44:02 PM

<p style="text-align: center;">Owner Address</p> <p>NISIEWICZ, ANTHONY 5629 16TH ST RACINE, WI 53406</p>	<p style="text-align: center;">Owner</p> <p>ANTHONY NISIEWICZ</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032213208000</p> <p><u>Document #</u> 2351628</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT S1/2COM S LN SEC 457E OF CEN GREEN BAY RD N182 E60 S182 W60 TO POB EXC N17</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5629 16TH ST</p>																																																			
<p style="text-align: center;">Tax Information</p> <p style="text-align: right;">Print Tax Bill</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">1,982.46</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">1,926.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">3,908.46</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">3,923.45</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">55.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">3,908.46</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	1,982.46	<u>Second:</u>	1,926.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	3,908.46	<u>Base Tax:</u>	3,923.45	<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)	3,908.46	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0.23</td> <td>\$36,200</td> <td>\$159,800</td> <td>\$196,000</td> </tr> <tr> <td></td> <td>0.23</td> <td>\$36,200</td> <td>\$159,800</td> <td>\$196,000</td> </tr> <tr> <td colspan="4"><u>Assessment Ratio:</u></td> <td style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="4"><u>Fair Market Value:</u></td> <td style="text-align: right;">198800.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	1	0.23	\$36,200	\$159,800	\$196,000		0.23	\$36,200	\$159,800	\$196,000	<u>Assessment Ratio:</u>				0.9856968380	<u>Fair Market Value:</u>				198800.00
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*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

NISIEWICZ, ANTHONY

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

ANTHONY NISIEWICZ**5629 16TH ST****RACINE, WI 53406-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-208-000 151-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.):

PT S1/2COM S LN SEC 457E OF CEN GREEN BAY RD N182 E60 S182 W60 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.)

5629 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	\$3,908.46	\$3,908.46	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,775.62	\$3,775.62	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,698.83	\$3,698.83	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,698.36	\$3,698.36	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,496.40	\$3,496.40	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,655.77	\$3,655.77	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$4,609.35	\$4,609.35	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,805.77	\$3,805.77	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$3,232.08	\$3,232.08	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,140.75	\$3,140.75	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$2,963.00	\$2,963.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

SPECIAL WARRANTY DEED

RETURN TO:

Anthony Nisiewicz

5629 16th St
Racine, WI 53406

Tax Parcel No:

151-03-22-13-208-000

Document #: **2351628**

Date: 05-06-2013 Time: 10:20:00 AM Pages: 2

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Merit Title LLC

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 2

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

LEGAL DESCRIPTION:

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 Racine County, Wisconsin.

For Information Purposes Only

5629 16th Street
Racine, WI 53406

EXEMPT FROM TRANSFER FEE AND FORM PER WIS. STATS. 77.25(2)

Merit Title File: 113955

Page 1 of 2

Grantor warrants that title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through or under Grantor, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and further except the 2013 real estate taxes.

[Signature]

Merit Title File: 113955
Stacey Cira
Page 2 of 2

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.

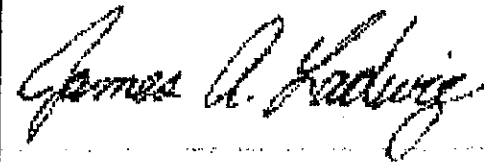
The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

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

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 C. Osius
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)

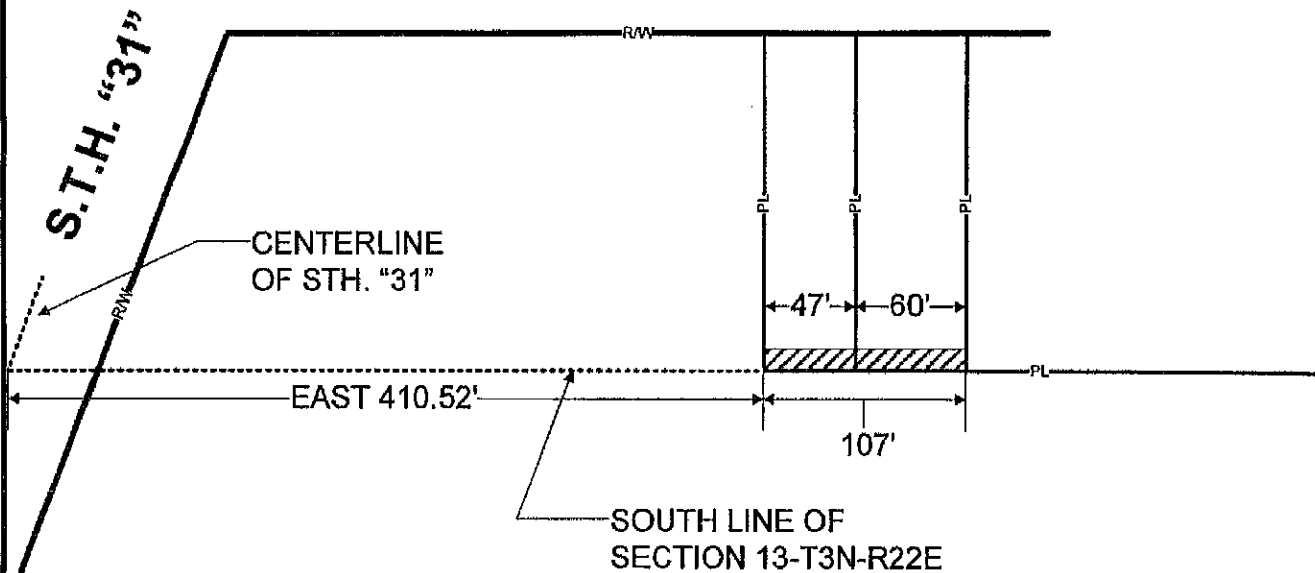
My commission expires 7-8-07



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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

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.

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereto 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)

(SEAL)

(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: 56537

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss
Racine County)Personally came before me this 31st day of
October, 2003 the above namedCRAIG 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

DOC # 1941448

Recorded

NOV. 04, 2003 AT 11:53AM

MARK LADD

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$11.00

Transfer fee: \$255.00

Recording Area

Name and Return Address

Grantee

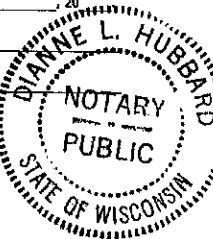
5635 16th St

Racine, WI 53406

51-008-03-22-13-207-000

Parcel Identification Number (PIN)

0000285



*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
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This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereto 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) ss
County)Personally came before me this 19th day of
February, 2004, the above namedCraig A. Peterson and DENISE R. PETERSON to me known to be the persons
who executed the foregoing instrument and acknowledge the same.

Penny A. Just

Notary Public Racine County, Wis.

My Commission is permanent. (If not, state expiration)

date: 3/4/07 to)

*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



1035

Return to Name and Address Below

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

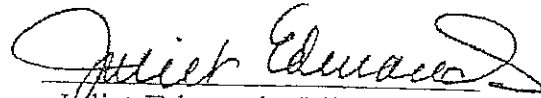
see attached parcel
listing
Parcel ID Number(s)

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 of 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

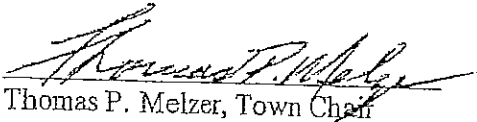
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

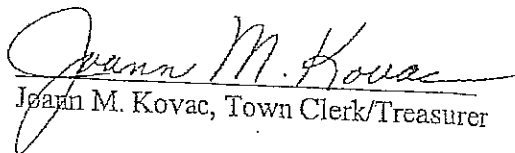
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Jean M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

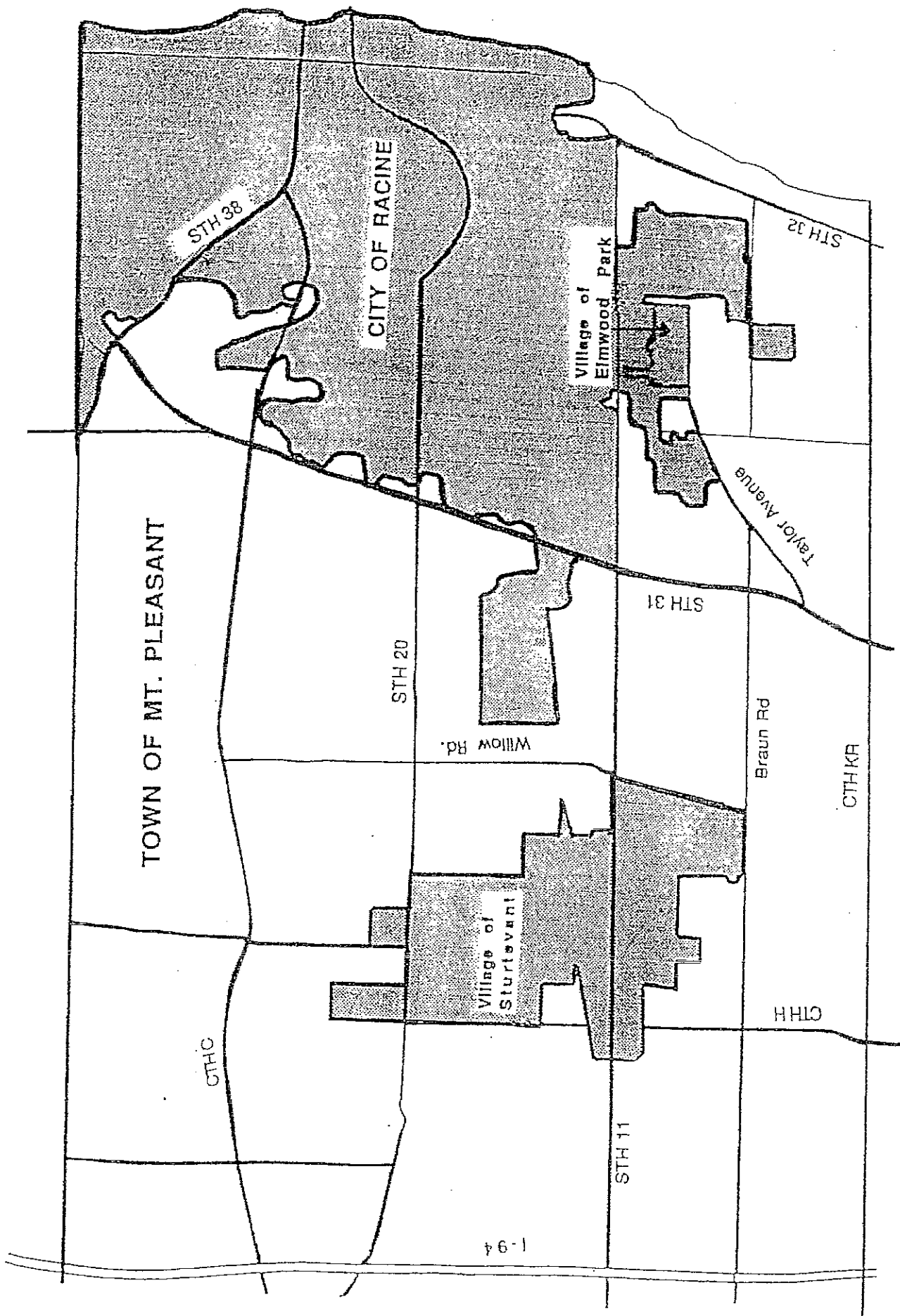
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
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3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
3766 151032213116000	3767 151032213116101	3768 151032213116102	3769 151032213116103	3770 151032213116104
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3776 151032213117102	3777 151032213117103	3778 151032213117201	3779 151032213117202	3780 151032213117203
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3836 151032213168101	3837 151032213168102	3838 151032213168103	3839 151032213168210	3840 151032213168220
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Document #: **2351629**

Date: 05-06-2013 Time: 10:20:00 AM Pages: 19

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Merit Title LLC

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

PURCHASE MONEY MORTGAGE

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

DOCUMENT NUMBER

NAME & RETURN ADDRESS

FAIRWAY INDEPENDENT MORTGAGE CORPORATION

**6652 PINECREST DRIVE, SUITE 200
PLANO, TX 75024**

PARCEL IDENTIFIER NUMBER
151-03-22-13-208-000

MIN 100392499150008165

[Space Above This Line For Recording Data]

**ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY IS PAID FOR WITH THE
MONEY LOANED.**

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **APRIL 17, 2013**, together with all Riders to this document.

(B) "Borrower" is
ANTHONY W. NISIEWICZ, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

Lender is a **CORPORATION**
organized and existing under the laws of **THE STATE OF TEXAS**
Lender's address is
6652 PINECREST DRIVE, SUITE 200, PLANO, TX 75024

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Wolters Kluwer Financial Services

VMP®-6A(WI) (0811)

Page 1 of 15

915130251

Form 3050 1/01

Initials: **AWN**

(E) "Note" means the promissory note signed by Borrower and dated **APRIL 17, 2013**
The Note states that Borrower owes Lender
EIGHTY FIVE THOUSAND & NO/100

(U.S. \$ **85,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 01, 2043**

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input checked="" type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input checked="" type="checkbox"/> Other(s) [specify] LEGAL DESCRIPTION RIDER		

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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Page 2 of 15

915130251

Form 3050 1/01

Initials: **AWN**

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

which currently has the address of
5629 16TH STREET
MOUNT PLEASANT
("Property Address"):

[Street]
[City], Wisconsin **53406** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP®-6A(WI) (0811)

915130251

Form 3050 1/01
Initials: **AWN**

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

30-30-6-0387507

915130251

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3050 1/01

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Page 4 of 15

Initials: AWN

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Form 3050 1/01

Initials: AWN

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Form 3050 1/07

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Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP®-6A(WI) (0811)

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Form 3050 1/01

Initials: AWN

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

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

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

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

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

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

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

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

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

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP®-6A(WI) (0811)

915130251

Form 3050 1/01

Initials: AWN

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP®-6A(WI) (0811)

915130251

Form 3050 1/01

Initials: AWN

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

30-30-6-0387507

915130251

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3050 1/01

VMP®-6A(WI) (0811)

Page 11 of 15

Initials: *AWN*

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP® -6A(WI) (0811)

Page 12 of 15

915130251

Form 3050 1/01

Initials: AWN

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

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

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

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

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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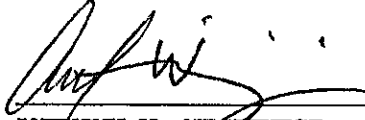
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP®-6A(WI) (0811)

Page 13 of 15

915130251

Form 3050 1/01
Initials: AWN

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


ANTHONY W. NESTEWICZ

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

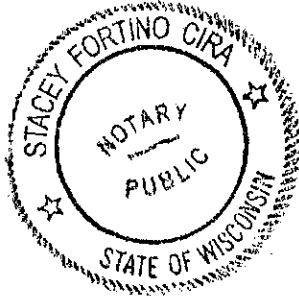
_____(Seal)
-Borrower

_____(Seal)
-Borrower

STATE OF WISCONSIN, _____

The foregoing instrument was acknowledged before me this Waukesha County ss: Apr 17, 2013 by
ANTHONY W. NISIEWICZ

My Commission Expires: 9/18/13



Stacey Fortino Cira
Notary Public, State of Wisconsin
Stacey Fortino Cira

This instrument was prepared by
DENNIS P. SCHWARTZ
SCHWARTZ & ASSOCIATES
1446 HERITAGE DRIVE
MCKINNEY, TEXAS 75069
972-562-1966

30-30-6-0387507

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP® -6A(WI) (0811)

Page 15 of 15

915130251

Form 3050 1/07
Initials: AWN

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **17TH** day of **APRIL**, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **FAIRWAY INDEPENDENT MORTGAGE CORPORATION**

(herein "Lender") and covering the Property described in the Security Instrument and located at

5629 16TH STREET, MOUNT PLEASANT, WISCONSIN 53406
[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

30-30-6-0387507

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MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

10/03

Wolters Kluwer Financial Services

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Page 1 of 3

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LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of one percent (.5000%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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Page 2 of 3

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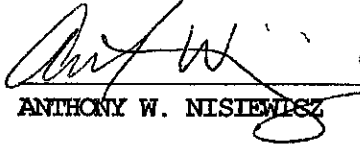
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IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.



ANTHONY W. NISIEWICZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Page 3 of 3

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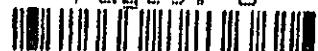
EXHIBIT "A"

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 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 Racine County, Wisconsin.

For Informational Purposes Only:
Address: 5629 16th Street, Racine, WI 53406
Tax Key No.: 151-03-22-13-208-000

[Handwritten signature]

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



MORTGAGE -
Home Equity Revolving Line of Credit



LANDMARK
CREDIT UNION.
You're worth more here.

5445 S. Westridge Dr.
New Berlin, WI 53151
NMLSR ID #401043

AFTER RECORDING, RETURN TO:

Landmark Credit Union
P.O. Box 310870
New Berlin, WI 53151-0870
P.I.N. 151032213208000

[Handwritten initials]

LOAN ORIGINATOR NAME AND NMLSR ID #: ASHLY NICOLE PLATT 881003

THIS MORTGAGE is made on 7-1-2016 by the Mortgagor, ANTHONY NISIEWICZ

A MARRIED PERSON

(hereinafter referred to individually or collectively, as the context may require, as "Mortgagor") to LANDMARK CREDIT UNION of New Berlin, Wisconsin, its successors and assigns ("Lender").

Mortgagor does hereby grant, mortgage, convey & warrant to Lender the following described property located in the County of RACINE 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 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, STATE OF WISCONSIN.

☐ Description is continued on additional attached sheet.

which has the street address of 5629 16TH ST MT PLEASANT WI 53406

together with all privileges, hereditaments, easements and appurtenances, all rents, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain (to the extent herein provided) and all existing and future improvements and fixtures. All of the foregoing is collectively referred to in this Mortgage as the "Property."

This ☐ is ☒ is not a purchase-money mortgage.

This ☒ is ☐ is not the homestead of Mortgagor.

941973

MORTGAGE (continued)

Mortgage as Security: This Mortgage is given to secure to Lender the prompt repayment of the indebtedness of a principal sum of U.S. \$20,000.00, as evidenced by Mortgagor's HomeEquity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement dated 7-1-2016, and modifications, extensions, renewals and refinancings thereof ("Agreement"), together with interest, finance charges, fees, taxes, additional advances made by Lender to Mortgagor, and other additional amounts as authorized by the Agreement, this Mortgage, or applicable law ("Debt"). This Mortgage also secures the performance of all covenants, conditions, and agreements contained in this Mortgage. If the Debt is paid in full, and all other obligations, terms, conditions, covenants and agreements contained in this Mortgage and the Agreement are met, then the Lender will satisfy this Mortgage upon the request of Mortgagor. Lender has agreed to make advances to Mortgagor under the terms of the Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Mortgagor and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Agreement shall not exceed (\$20,000.00) ("Maximum Principal Balance" or "Credit Limit"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Mortgagor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding a zero balance.

ADDITIONAL PROVISIONS

Mortgagor hereby represents to Lender and agrees as follows:

1. **Title.** Mortgagor has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Mortgage.
2. **Environmental Indemnity; Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. Mortgagor shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any Hazardous Substances, the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.
3. **Payment of Indebtedness.** Mortgagor shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Mortgage Documents.
4. **Taxes.** Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Agreement, or upon Lender's interest in the Property and deliver receipts to the Lender evidencing timely payments.
5. **Hazard Insurance.** Mortgagor shall keep the Improvements on the Property Insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g., flooding) as Lender may require, now or later, through insurers approved by Lender, in amounts not less than the total of the unpaid balance of the Agreement and the unpaid balance of the agreement(s) or obligations secured by the First Mortgage without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, a copy of all policies covering the Property shall, upon receipt, be provided to Lender. Mortgagor shall promptly give notice of any loss to Insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Agreement in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
6. **Mortgagor's Covenants.** Mortgagor represents, warrants and promises:
 - (a) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
 - (b) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and Mortgages to which Lender has consented in writing.
 - (c) **Waste.** Not to commit waste or permit waste to be committed upon the Property.

MORTGAGE (continued)

(d) **Conveyance.** Not to, without prior written consent of Lender, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Lender may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Agreement or this Mortgage.

(e) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.

(f) **Condemnation.** To pay to Lender all compensation (but not in excess of the unpaid balance of the Agreement) received for the

(g) taking of the Property, or any part, by condemnation or eminent domain proceedings (including payments in compromise of

(h) condemnation proceedings), and all compensation received as damage for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Agreement in the

(i) inverse order of their maturities (without penalty for prepayment).

Subrogation. The Lender is subrogated to the lien of any mortgage or lien discharged in whole or in part by the Note proceeds.

(j) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property, Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it.

Prior Mortgage. If this Mortgage is subject to a prior mortgage, to keep such mortgage and all taxes current and not in default under the terms of such mortgage.

Owner-Occupied; Leases. That the subject property shall remain owner occupied at all times, unless Lender gives Mortgagor express prior permission to lease the premises or otherwise cease an owner-occupied status. Breach of this provision shall be a material breach of the terms of this agreement and shall be deemed to adversely affect the secured property and Lender's rights in the secured property.

7. Ability to Pay. Mortgagor shall not take any action or permit any event to occur, including the acts and occurrences set forth in the Default paragraph contained herein, which materially impairs Mortgagor's ability to pay the amounts due under the Agreement.

8. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Agreement, Lender may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required. If, before proceeding to perform or to cause such duties to be performed, Lender provides Mortgagor with written notice of Mortgagor's non-performance and a reasonable opportunity after such notice to perform, all amounts paid by Lender for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest at the rate stated in the Agreement. Unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, a reasonable opportunity for Mortgagor to perform any duty imposed upon Mortgagor shall be, except where more prompt action is necessary, 10 days (not counting the day of mailing) after mailing of notice of non-performance to Mortgagor at his last known address.

9. Inspection. Mortgagor shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Mortgagor notice prior to such inspection, specifying reasonable cause therefore related to Lender's interest in the Property.

10. Hold Harmless. Mortgagor shall, at Mortgagor's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagor, except as may be the direct result of Lender's negligence. Mortgagor shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

11. Assignment of Rents and Leases. If Mortgagor rents or leases the Property, as additional security for the Obligations, Mortgagor assigns to Lender any and all rents, lease payments, issues, and profits (together, "Rents") that become due or are paid for the use of any portion of the Property. Upon default and after notice and reasonable opportunity to cure default if required by law, Lender shall be entitled to obtain from Mortgagor or collect from any tenant all such Rents and to notify any or all tenants to turn over or pay all Rents directly to Lender. This assignment is enforceable and Lender may take all actions to enforce the assignment without taking possession of the Property or obtaining appointment of a receiver. This provision shall apply regardless of whether Lender consents to Mortgagor's lease of the Property.

12. Default. Upon default as herein defined, Lender shall have all of the rights and remedies for default provided by applicable law, this Mortgage, or the Agreement.

If the Wisconsin Consumer Act applies to this loan, the following provision applies: Except as otherwise provided by Section 425.103, Wisconsin Statutes, or by rule of the Administrator of the Wisconsin Consumer Act, the occurrence of any one or more of the following events shall constitute a default:

(a) **Failure to pay.** A failure by Mortgagor to pay when due on 2 occasions within any 12-month period.

(b) **Non-performance.** A failure by Mortgagor to observe or perform any of Mortgagor's other covenants or duties contained in this Mortgage or the Agreement, if that failure materially impairs the condition, value, or protection of or the Lender's right in the Property or materially impairs the Mortgagor's ability to pay the amounts due under the Agreement.

(c) **Inability to Perform.** Mortgagor, Mortgagor's spouse, or a surety or guarantor of any of the Mortgagor's obligations under the Agreement or Mortgage, dies, ceases to exist, changes marital status, changes marital domicile, becomes insolvent or a subject of a bankruptcy or other insolvency proceeding, if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Agreement.

MORTGAGE (continued)

If the Wisconsin Consumer Act does not apply to this loan, the following provision applies: The occurrence of any one or more of the following events shall constitute default:

- (a) **Non-performance and Failure to Pay.** A failure by Mortgagor to make any payments under the Agreement; or failure to perform any act or duty under the Agreement or this Mortgage or Mortgagor's breach of any covenant or duty under the Agreement or Mortgage.
- (b) **Inability to Perform.** Mortgagor, Mortgagor's spouse, or a surety or guarantor of any of the Mortgagor's obligations under the Agreement or the Mortgage, dies, ceases to exist, changes marital status, changes marital domicile, becomes insolvent or a subject of a bankruptcy or other insolvency proceeding, if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Agreement.

13. **Waiver.** Lender's waiver of any default or any right or remedy shall not constitute a waiver of any prior or subsequent default or preclude the exercise of any right or remedy.

14. **Remedies.** Upon default, the entire balance of this Agreement shall, at the option of Lender become immediately due and payable, subject only to any right to cure default which Mortgagor may have under Section 425.105, Wisconsin Statutes. If Mortgagor has such a right to cure, the entire balance shall, unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, at the option of Lender, become immediately due and payable if such default is not cured as provided in that statute within 15 calendar days after mailing of such notice to Mortgagor at his address as shown in this Mortgage or, if Mortgagor shall designate in writing another address to which said notice shall be sent, to such other address. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Agreement, together with all sums paid by Lender as authorized or required under this Mortgage or the Agreement, shall be collectible in a suit at law or by foreclosing of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or in equity. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Lender under it without regard to the adequacy or inadequacy of the Property as security for the Agreement, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Lender the option to proceed pursuant to 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property 20 acres or less six months after the foreclosure judgment is entered. If the Mortgaged Property is other than an owner-occupied one to four family residence, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Lender the option to proceed pursuant to 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.

17. **Expenses.** If the Wisconsin Consumer Act applies and Mortgagor defaults and fails to cure the default, Lender may charge Mortgagor the reasonable expenses incurred in the disposition of collateral as set forth in Section 422.413, Wisconsin Statutes. If the Wisconsin Consumer Act does not apply, Lender shall be entitled to collect all expenses incurred in pursuing the remedies available to Lender, to the extent allowed under applicable law. If Lender obtains a court judgment against Mortgagor for default under the Agreement or this Mortgage, Lender may request and Mortgagor may be required to pay an award of those statutory costs and attorney's fees permitted by Sections 814.04 or 814.025, Wisconsin Statutes.

18. **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 Mortgagor'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.

19. **Waiver of Homestead.** Mortgagor grants this Mortgage to Lender free from all rights and benefits under and by virtue of the homestead exemption laws of the State of Wisconsin, which said rights and benefits Mortgagor does hereby expressly release and waive. This includes a waiver of Mortgagor's right to demand that property other than the Mortgagor's homestead be foreclosed first, before the homestead is foreclosed.

20. **Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

21. **Governing Law; Severability.** This Mortgage shall be governed by and construed according to the laws of the State of Wisconsin. When this Mortgage is used in connection with an Agreement that is not subject to the Wisconsin Consumer Act (WCA) by statute, the WCA does not apply to the Agreement. The parties expressly disclaim any inference that they have opted into the WCA.

22. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

23. **Entire Agreement.** This Mortgage is intended to evidence the entire agreement of Mortgagor and Lender concerning the terms and conditions described herein.

24. **Chapter 13 Bankruptcy.** In the event the Mortgagor files a Chapter 13 Bankruptcy, interest shall accrue at prime plus 2% on any pre-filing or post filing mortgage arrearage which will be paid thru the Chapter 13 plan.

MORTGAGE (continued)

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

Mortgagor 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.

SIGNATURES

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

X *[Signature]* 7-1-2016
ANTHONY NISIEWICZ
Mortgagor

X *Fabiola Nisiewicz* 7-1-2016
FABIOLA NISIEWICZ
Mortgagor

X _____ 7-1-2016
Mortgagor

X _____ 7-1-2016
Mortgagor

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Mortgagor defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Mortgage.

X _____ 7-1-2016
Non-Borrower Owner/Spouse

X _____ 7-1-2016
Non-Borrower Owner/Spouse

X _____ 7-1-2016
Non-Borrower Owner/Spouse

X _____ 7-1-2016
Non-Borrower Owner/Spouse

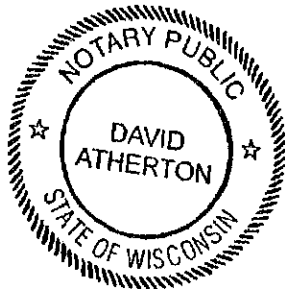
STATE OF WI, RACINE County ss:

The foregoing instrument was acknowledged before me on 7-1-2016 by ANTHONY NISIEWICZ,
FABIOLA NISIEWICZ

My Commission Expires: 12/08/2018

[Signature] 7-1-2016
Notary Public, State of Wisconsin

County of RACINE
David Atherton
Name



This instrument was prepared by ASHLY PLATT

For Landmark Credit Union