

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

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)  
Completed on: 1/3/20 8:25 am  
Last Revised on: 1/3/20 8:27 am  
Printed on: 1/3/20 8:32 am

**Applicant Information**

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

Sales Representative: Craig Haskins

**Property Information**

(Note: values below are from the tax roll)

Effective Date: 12/04/2019 at 8:00 am

Owner(s) of record: Ernesto A. Saldana

Property address: 5632 16th Street, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: The East 60 feet of that part of the Southeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point located 184.47 feet due North of the South line of the Southwest ¼ and South 88° 09' East 247.4 feet from the center line of the Green Bay Road; run thence South 88° 09' East 174.53 feet; thence North 184.47 feet; thence North 88° 09' West 174.53 feet; thence South 184.47 feet to the point of beginning. EXCEPTING THEREFROM the South 17 feet thereof as dedicated to the Town (now Village) of Mt. Pleasant in document recorded in Volume 639 of Deeds, Page 372, as Document No. 689018. ALSO EXCEPTING THEREFROM lands conveyed by Warranty Deed recorded in Volume 1360 of Records, Page 85, as Document No. 993153. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-13-167-000

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

None

**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.

Grant of Easement and other matters contained in the instrument recorded April 19, 1972 in Volume 1129, Page 472 as Document No. 899666.

Resolution 3-98 Dissolving the Mt Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

**Judgments / Liens**

None

**General Taxes**

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



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Taxes for the Year 2018 in the amount of \$2,531.43, and all prior years are paid.

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

#### Other Matters

None

#### Footnotes

NOTE: The legal description contained in Personal Representative's Deed, recorded August 29, 1995, as Document No. 1510842, is in error.

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).



69

# 2018 Property Record | Racine County, WI

1079409

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 2:47:05 PM

<p style="text-align: center;"><b>Owner Address</b></p> <p>SALDANA, ERNESTO A 5632 16TH ST  RACINE, WI 53406</p>	<p style="text-align: center;"><b>Owner</b></p> <p>ERNESTO A SALDANA</p>																																											
<p style="text-align: center;"><b>Property Information</b></p> <p><u>Parcel ID:</u> 151-032213167000</p> <p><u>Document #</u> 1513381</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;"><b>Property Description</b></p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 E60 OF FOL BEG 184N &amp; 247E OF INT S LN &amp; GRN BY RD E174 N184 W174 S184 TO POB EXC V789 P41 &amp; V1360 P85 **TOTAL ACRES** 00.22</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5632 16TH ST</p>																																											
<table style="width: 100%;"> <tr> <th style="text-align: left;">Tax Information</th> <th style="text-align: right;">Print Tax Bill</th> </tr> <tr> <td><u>Installment</u></td> <td style="text-align: right;"><u>Amount</u></td> </tr> <tr> <td><u>First:</u></td> <td style="text-align: right;">1,208.43</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">1,323.00</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;">2,531.43</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">2,716.40</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">55.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">169.98</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">2,531.43</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> </table>	Tax Information	Print Tax Bill	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	1,208.43	<u>Second:</u>	1,323.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	2,531.43	<u>Base Tax:</u>	2,716.40	<u>Special Assessment:</u>	55.00	<u>Lottery Credit:</u>	169.98	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	2,531.43	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;"><b>Land Valuation</b></p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Code</th> <th style="text-align: left;">Acres</th> <th style="text-align: left;">Land</th> <th style="text-align: left;">Impr.</th> <th style="text-align: left;">Total</th> </tr> <tr> <td>1</td> <td>0.22</td> <td>\$34,700</td> <td>\$101,000</td> <td>\$135,700</td> </tr> <tr> <td></td> <td>0.22</td> <td>\$34,700</td> <td>\$101,000</td> <td>\$135,700</td> </tr> </table> <p><u>Assessment Ratio:</u> 0.9856968380</p> <p><u>Fair Market Value:</u> 137700.00</p>	Code	Acres	Land	Impr.	Total	1	0.22	\$34,700	\$101,000	\$135,700		0.22	\$34,700	\$101,000	\$135,700
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\*No data found for Delinquent Tax Summary in 2018



## Racine County

Owner (s):

**SALDANA, ERNESTO A**

Location:

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

Mailing Address:

**ERNESTO A SALDANA****5632 16TH ST****RACINE, WI 53406-0000**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-13-167-000 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**0.2200**

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

**PT SW1/4 E60 OF FOL BEG 184N & 247E OF INT S LN & GRN BY RD E174 N184 W174 S184 TO POB EXC V789 P41 & V1360 P85 \*\*TOTAL ACRES\*\* 00.22**

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

**5632 16TH ST RACINE, WI 53406**

1 Lottery credit claimed effective 1/1/2014

### Tax History

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

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$2,531.43	\$2,531.43	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$2,505.90	\$2,505.90	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$2,439.33	\$2,439.33	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$2,337.11	\$2,337.11	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,211.53	\$2,211.53	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,313.72	\$2,313.72	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,487.82	\$2,487.82	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$2,659.59	\$2,659.59	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,336.29	\$2,336.29	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$2,278.34	\$2,278.34	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$2,158.33	\$2,158.33	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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

DOCUMENT #

1510842

STATE BAR OF WISCONSIN FORM 5-1982  
PERSONAL REPRESENTATIVE'S DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

95 AUG 29 AM 8:14

MARK A. LADD  
REGISTER OF DEEDS

Paula J. Feirn

as Personal Representative of the estate of  
Glen E. Hansen, Jr.

("Decedent"),

for a valuable consideration conveys, without warranty, to

Ernesto A. Saldana

the following described real estate in Racine County,  
State of Wisconsin (hereinafter called the "Property"):VOL PAGE  
2470 201

Tax Parcel No: .....

The East 60 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point located 184.47 feet due North of the South line of the Southwest 1/4 and South 88° 09' East 247.4 feet from the center line of the Green Bay Road; run thence South 88° 09' East 174.53 feet; thence North 184.47 feet; thence North 88° 09' West 174.53 feet; thence South 184.47 feet to the point of beginning. Excepting therefrom land conveyed by deed dated January 25, 1977 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 31, 1977 in Volume 996 of Records, at page 513, as Document No. 844647. Also excepting lands described for highway use recorded in Volume 789 of Deeds, at page 41, as Document No. 755910. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No.: 51-008-03-22-13-167-000

Wisconsin Real Estate Transfer Tax \$ 240.00

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 25th day of August, 1995

(SEAL)

*Paula J. Feirn, Pers. Rep.* (SEAL)  
Paula J. Feirn

Personal Representative

Personal Representative

## AUTHENTICATION

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by § 706.06, Wis. Stats.)THIS INSTRUMENT WAS DRAFTED BY  
Atty. Jeffrey B. Green(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

R44713

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

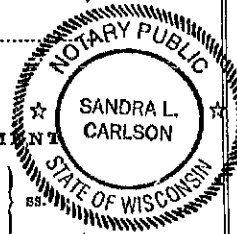
Racine County.

Personally came before me this 25th day of  
August, 1995 the above named

Paula J. Feirn, Personal Representative

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

Sandra L. Carlson

Notary Public Racine County, Wis.  
My Commission is permanent. (If not, state expiration  
date: 5/9/99, 19.....)

# Sealed  
in  
error  
EXCEPTS  
are  
wrong

Exc  
Ref

639-372

639-372

May 11, 1959

VOL 639 PAGE 372

We, Helen N. Breitung, Clyde Beaulieu and Betty Beaulieu, his wife, William M. Wilson and Dolores J. Wilson, his wife, in consideration of \$1.00 and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby respectively dedicate, as to that portion of the following described property which is owned of record by us, to the Town of Mount Pleasant, Racine County, Wisconsin, a municipal corporation, a strip of land across our respective premises in said Town for the purposes of a highway, which strip is described as follows:

The South 17 feet of that certain piece or parcel of land situate in the Town of Mount Pleasant, County of Racine and State of Wisconsin, known and described as the North  $\frac{1}{2}$  of the following: That part of the South  $\frac{1}{2}$  of Section 13, Township 3 North, of Range 22 East, bounded as follows, to-wit: Begin at a point 99.05 rods West of the Southeast corner of said Section; run thence North 22.36 rods; thence West parallel with the South Section line to the center of highway through said Section; thence Southerly along center of highway to the South line of said Section; thence East to the place of beginning.

And for a like consideration we do also hereby release said Town for all damages by reason of the laying out and opening of said highway.

IN WITNESS WHEREOF, We have hereunto set out hands and seals this 30th day of April, A. D. 1959.

Signed and Sealed in the Presence of:

Helen N. Breitung (SEAL)  
Helen N. Breitung

Louise Hansen  
Louise Hansen

Kermit C. Hansen (SEAL)  
As to Helen N. Breitung Kermit C. Hansen Clyde Beaulieu

Louise Hansen (SEAL)  
Louise Hansen Betty Beaulieu

Kermit C. Hansen  
Kermit C. Hansen  
As to Clyde Beaulieu and Betty Beaulieu, his wife.

Louise Hansen (SEAL)  
Louise Hansen William M. Wilson

Kermit C. Hansen (SEAL)  
Kermit C. Hansen Dolores J. Wilson

As to William M. Wilson and Dolores J. Wilson, his wife.

State of Wisconsin }  
Racine County } ss:

Personally appeared before me, this 30th day of April,

A. D. 1959, the above named Helen N. Breitung, Clyde Beaulieu and Betty Beaulieu, his wife, William M. Wilson and Dolores J. Wilson, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Marcella Kuiper  
 Notary Public, Racine County, Wisconsin.  
 My Commission expires Aug 26, 1962

This instrument drafted by Attorney Emery B. Benson.

689012	STATE OF WISCONSIN	DEDICATION FOR HIGHWAY PURPOSE	Register's Office Racine County, Wis. Filed for Record <u>May 11</u> day of <u>May</u> A.D. 1959 at <u>1:32</u> of <u>Dolores J. Wilson</u> and recorded in Volume <u>639</u> of <u>Deeds</u> p. <u>373</u>	Register of Deeds Town of Mt. Pleasant 5700 Durand Ave. Racine, Wisc. Kermit C. Hansen, Town Clerk.
	RACINE COUNTY			

2.00

DOCUMENT NO.

993153

THIS DEED, made between GLEN E. HANSEN, JR. and TEANNE HANSEN, HIS WIFE,

and TOWN OF MT. PLEASANT Grantor

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

(see attached rider)

Value less than \$100.00

STATE BAR OF WISCONSIN - FORM 1  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

Racine County, Wis. 133

Received for Record 31st day of

January A.D., 1977 at 11:45

clock P.M. and recorded in Volume 1360

of Records on page 85-86

Stanley J. Bialecki

Register of Deeds

3-00

RETURN TO

Wey #49

Tax Key #

This is homestead property.

VOL 1360 PAGE 85

Glen E. Hansen Jr. & Wife  
5632 16th St.  
Racine, WI

Part SW $\frac{1}{4}$ , Section 13, T3N, R22E

Description of lands for the acquisition of highway right-of-way, located in the Southwest  $\frac{1}{4}$  of Section 13, Town 3 North, Range 22 East, Racine County, Wisconsin as follows:

Commencing at a point 184.47 feet North of the South line of the Southwest  $\frac{1}{4}$  of Section 13, Town 3 North, Range 22 East; and South 88°09' East, 421.9 feet more or less from the centerline of S.T.H. 31; thence Northerly, along the Owner's East property line, 14.7 feet more or less to the right-of-way line of Sixteenth Street as described in Vol. 789, Page 41; thence continue Northerly, along the East property line, 28 feet; thence Westerly, and parallel to said right-of-way line, 60 feet; thence Southerly, along the Owner's West property line, 28 feet to said right-of-way line; thence Easterly, along said right-of-way line 60 feet to the point of beginning.

Fee Exempt 77.25 #2

Said parcel contains 0.039 acres of land more or less exclusive of lands previously dedicated or conveyed for highway purposes.

993153  
1360-85  
Jan. 31, 1977



Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining;  
And GLEN E. HANSEN, JR. and HANSEN, HIS WIFE,  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except \_\_\_\_\_

and will warrant and defend the same.

Executed at Racine, Wisconsin this 25th day of January, 1978.

SIGNED AND SEALED IN PRESENCE OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Glen E. Hansen, Jr. (SEAL)  
GLEN E. HANSEN, JR.  
Jeanne A. Hansen (SEAL)  
JEANNE A HANSEN (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

Signatures of \_\_\_\_\_

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

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

STATE OF WISCONSIN  
Racine County. } ss.

Personally came before me, this 25 day of January, 1978,  
the above named Glen E. Hansen, Jr. and Jeanne A. Hansen, his wife,

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

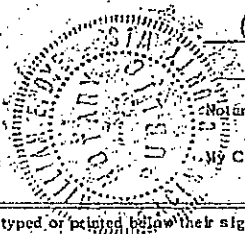
This instrument was drafted by

William E. Dye, Esq.

Notary Public. Racine County, Wis.

The use of witnesses is optional.

My Commission (Expires) (is) Peru



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

DOCUMENT NO.

755910

This Indenture, Made this 17th day of July, A. D., 1963  
 between Edward E. Krebs and Edna Krebs, his wife  
Raymond L. Tarwid and Mary L. Tarwid, his wife, part 108 of the first part, and  
 part 108 of the second part.

Witnesseth, That the said part 108 of the first part, for and in consideration of the sum of One (\$1.00)  
Dollar and other good and valuable consideration  
 to them in hand paid by the said part 108 of the second part, the receipt whereof is hereby confessed and acknowledged,  
 have ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,  
 bargain, sell, remise, release, alien, convey and confirm unto the said part 108 of the second part, their heirs and assigns  
 forever the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

The East Sixty (60) feet of that part of the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section numbered Thirteen (13), Township numbered Three (3) North, Range numbered Twenty-two (22) East, bounded as follows: Begin at a point located 184.47 feet due North of the South line of the Southwest 1/4 and South 88° 09' East 247.4 feet from the center line of the Green Bay Road; run thence South 88° 09' East 174.53 feet; thence North 184.47 feet; thence North 88° 09' West 174.53 feet; thence South 184.47 feet to the point of beginning. Subject to a right-of-way for highway purposes over the South 17 feet thereof. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all estate right, title, interest, claim or demand whatsoever, of the said part 108 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part of the second part, and to their heirs and assigns FOREVER.

And the said Edward E. Krebs and Edna Krebs, his wife

for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and  
 with the said part 108 of the second part their heirs and assigns, that at the time of the sealing and delivery of  
 these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of  
 inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever except municipal  
and zoning ordinances, easements and restrictions of record, if any

and that the above bargained premises in the quiet and peaceable possession of the said part 108 of the second part, their heirs  
 and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever  
 WARRANT AND DEFEND.

In Witness Whereof, the said part 108 of the first part have ve hereunto set their hands and  
 seal at this 17th day of July, A. D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Ed. H. Kozlowski

Ed. H. Kozlowski

Lloyd Matthal

Edward E. Krebs

Edna Krebs

Edna Krebs

Edna Krebs

Edna Krebs

Edna Krebs

Edna Krebs

STATE OF WISCONSIN

Milwaukee County

ss.

17th day of July

A. D., 1963

Personally came before me this 17th day of July, A. D., 1963  
 the above named Edward E. Krebs and Edna Krebs, his wife

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

Received for Record this 17th day of July, A. D., 1963  
at 1:05 o'clock P.M.

Stanley J. Bialoski Register of Deeds  
 Deputy Register of Deeds

E. H. Kozlowski  
E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

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E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

E. H. Kozlowski

WARRANTY DEED

STATE OF WISCONSIN  
FORM No. 1Wisconsin Legal Blank Company  
Milwaukee, Wisconsin 53202

Ex C Ref  
 one  
 755910

789-41

Aug 1, 1963

789 PAGE 41

DOCUMENT NO.

B.

844647

WARRANTY DEED  
STATE OF WISCONSIN—FORM 1  
THIS SPACE RESERVED FOR RECORDING DATARegister's Office } SS.  
Racine County, Wis.Received for Record 26th day of  
Sept. A.D. 1968 at 3:29  
o'clock P.M. and recorded in Volume 286  
of Records on page 513Stanley F. Bialinski  
Register of Deeds

RETURN TO

#61

Guy Lloyd, Inc.

THIS INDENTURE, Made this 20th day of September  
A. D. 1968, between Raymond L. Tarwid and Mary L. Tarwid,  
his wife,parties of the first part and  
Glen E. Hansen, Jr. and Jeanne A. Hansen, his  
wife, as joint tenants and not as tenants in  
common,

parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration  
of the sum of One Dollar (\$1.00) and other good and  
valuable consideration

to them in hand paid by the said parties of the second part, the receipt whereof is hereby  
confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents  
do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns  
forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:  
The East Sixty (60) feet of that part of the Southeast One-quarter (1/4) of  
the Southwest One-quarter (1/4) of Section numbered Thirteen (13), Township  
numbered Three (3) North, Range numbered Twenty-two (22) East, bounded as  
follows: Begin at a point located 184.47 feet due North of the South line  
of the Southwest 1/4 and South 88°09' East 247.4 feet from the center line  
of the Green Bay Road; run thence South 88°09' East 174.53 feet; thence  
North 184.47 feet; thence North 88°09' West 174.53 feet; thence South 184.  
47 feet to the point of beginning. Subject to a right-of-way for highway  
purposes over the South Seventeen (17) feet thereof. Said land being in  
the Town of Mt. Pleasant, Racine County, Wisconsin.  
This deed is given subject to a certain mortgage dated June 28, 1963 and  
recorded in the Office of the Register of Deeds for Racine County in Volume  
789, Page 42 as Document#755911. Present amount of mortgage is \$14,529.09  
which the Grantees assume and agree to pay. Mortgagee being Mortgage  
Associates, Inc.

(If NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the estate  
right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy  
of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the  
second part, and to their heirs and assigns FOREVER.

And the said Raymond L. Tarwid and Mary L. Tarwid, his wife,

for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and  
with the said parties of the second part, their heirs and assigns, that at the time of the encasing and delivery of these presents  
they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance  
in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except mortgage as  
stated above.

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns,  
against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, this 20th  
day of September, A. D., 1968.

SIGNED AND SEALED IN PRESENCE OF

Robert E. Love

Robert E. Love

Irma M. Love

Irma M. Love

Raymond L. Tarwid (SEAL)

Raymond L. Tarwid

Mary L. Tarwid (SEAL)

Mary L. Tarwid

(SEAL)

(SEAL)

MICHIGAN  
STATE OF KENT  
County, ss.

996 PAGE 513

Personally came before me, this 20th day of September, A. D., 1968  
the above named Raymond L. Tarwid and Mary L. Tarwid, his wife,

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

NOTARY  
SEAL

This instrument drafted by

Guy E. Lloyd

Robert E. Love

Notary Public KENT County, Mich.

My Commission (Expires) (Is) APRIL 25, 1970

Ref  
Ord  
only

844647

996-513

Sept. 26, 1968

GRANT OF EASEMENT

This Grant of Easement executed this 18<sup>TH</sup> day of APRIL, 1972, from GLEN E. HANSEN, JR. and JEAN A. HANSEN, his wife, of 5632 - 16th Street, Town of Mt. Pleasant, Racine County, Wisconsin, herein called "GRANTORS" to the CITY OF RACINE WATER DEPARTMENT, a municipal corporation, herein called "GRANTEE",

WITNESSETH:

That GRANTORS grant to GRANTEE a perpetual easement to come upon the following real estate, to-wit:

Description of a parcel of land for utility easements located in the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Racine County, Wisconsin, as follows:

The North twenty-eight (28) feet of the following described parcel: Commencing at a point on the centerline of State Trunk Highway No. 31 which is 182.17 feet due North of the South line of the Southwest 1/4 of Section 13, T3N R22E; run thence South 88°09' East along the centerline of 16th Street (the North line of Wilkie Addition, an unrecorded subdivision) 361.93 feet to the point of beginning; continue thence South 88°09' East 60.00 feet; thence North 45.00 feet; thence North 88°09' West 60.00 feet; thence South 45.00 feet to the point of beginning.

and to install and maintain beneath the surface of said real estate a main or mains for water service for the above-described property.

That for the purpose of installing and maintaining any such main, GRANTEE may come upon said real estate, dig trenches thereon, and remove any trees, bushes or other obstructions which interfere with the installation or maintenance of any of said mains. GRANTEE shall re-fill any trench opened by it upon said real estate and shall ~~plant grass upon~~

~~or re-sod~~ any portion of the surface of said real estate in which any such trench is dug; but GRANTEE shall be under no obligation to re-plant or restore any tree, shrub, or other obstruction removed by it in the exercise of its rights under this grant; GRANTEE agrees to replace any of GRANTORS' driveway removed as a result of GRANTEE's excavation.

899666

1129-472

April 19, 1972

The GRANTORS covenant and agree that they will not erect or maintain any building upon said real estate.

GRANTEE further agrees that it shall not levy any front foot assessment against the lands of GRANTORS on account of installation of said water main.

That this Easement has been granted for the benefit of GRANTEE and also for the benefit of GRANTORS as the owners of above-described property, and of all legal successors and assigns in interest of GRANTEE and of GRANTORS as owners of the above-described property, but GRANTEE shall have no right to assign the easement hereby given; and that the obligations hereby imposed upon GRANTORS shall extend not only to them, but also to all of their successors and assigns in interest and in and to the above-described real estate which is subject to this grant.

IN WITNESS WHEREOF, the GRANTORS have executed this Grant of Easement on the day first above written.

In the Presence of:

Melton Jones

Melton Jones

E. H. Bodenbach

STATE OF WISCONSIN )  
 ) SS.  
RACINE COUNTY )

Glen E. Hansen, Jr.  
GLEN E. HANSEN, JR.

Jean A. Hansen  
JEAN A. HANSEN

Register's Office } SS. 899666  
Racine County, Wis. }  
Received for Record 1972 day of  
April A.D. 1972 at 5:33  
o'clock L. M. and recorded in Volume 129  
of Record on page 472-473

Stanley J. Bialecki  
Register of Deeds  
Personally came before me this 3rd day of March, A.D. 1972,

GLEN E. HANSEN, JR. and JEAN A. HANSEN, his wife, to me known to be such persons and acknowledged that they executed the foregoing instrument.

Notary Public, Racine County, Wis.

My commission is/expires: \_\_\_\_\_

This instrument drafted by

William E. Dye, Attorney.

VOL 1129 PAGE 473

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

Document Title Above

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

*James A. Ladwig*

JAMES A. LADWIG  
RAVINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

*Juliet 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 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

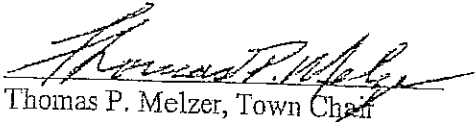
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

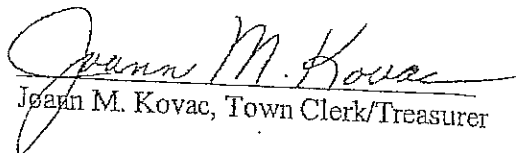
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

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.

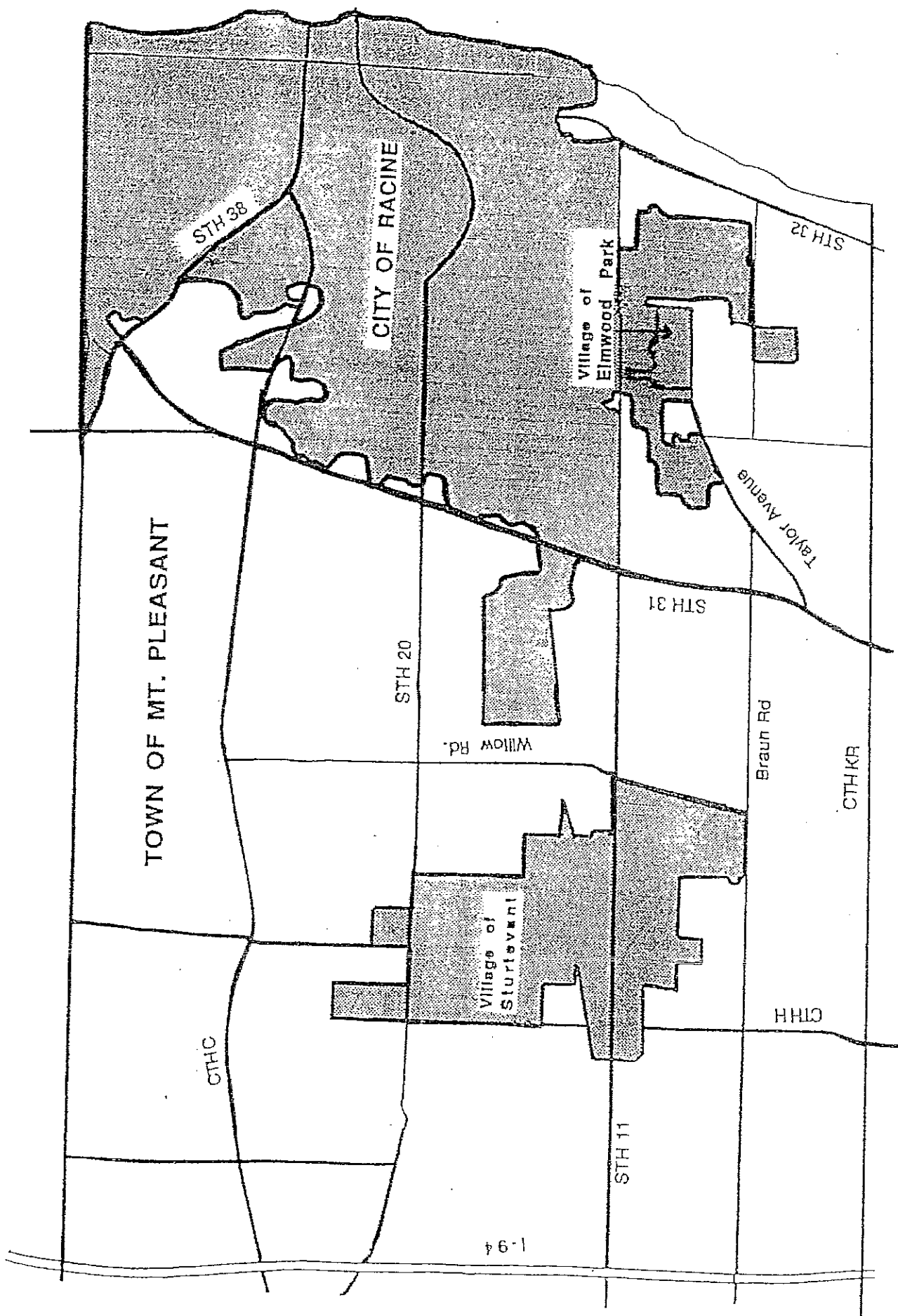
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
3751 151032213097000	3752 151032213099000	3753 151032213100000	3754 151032213102010	3755 151032213103000
3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
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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3786 151032213122000	3787 151032213123000	3788 151032213124000	3789 151032213124001	3790 151032213125000
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3806 151032213145000	3807 151032213146000	3808 151032213147000	3809 151032213148000	3810 151032213149000
3811 151032213149001	3812 151032213149002	3813 151032213149003	3814 151032213149004	3815 151032213150000
3816 151032213150010	3817 151032213151000	3818 151032213151010	3819 151032213152000	3820 151032213154001
3821 151032213154005	3822 151032213155000	3823 151032213156000	3824 151032213157000	3825 151032213158000
3826 151032213159000	3827 151032213160000	3828 151032213161000	3829 151032213162000	3830 151032213163000
3831 151032213164000	3832 151032213165000	3833 151032213166000	3834 151032213167000	3835 151032213168100
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3896 151032213233000	3897 151032213234000	3898 151032213235000	3899 151032213236000	3900 151032213237000
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3906 151032213305000	3907 151032213306000	3908 151032213307000	3909 151032213308000	3910 151032213309000
3911 151032213310000	3912 151032213311000	3913 151032213312000	3914 151032213313000	3915 151032213314000
3916 151032213315000	3917 151032213316000	3918 151032213317000	3919 151032213318000	3920 151032213319000
3921 151032213320000	3922 151032213321000	3923 151032213322000	3924 151032213323000	3925 151032213324000
3926 151032213325000	3927 151032213326000	3928 151032213327000	3929 151032213328000	3930 151032213329000
3931 151032213330000	3932 151032213331000	3933 151032213332000	3934 151032213333000	3935 151032213334000
3936 151032213335000	3937 151032213336000	3938 151032213337000	3939 151032213338000	3940 151032213339000
3941 151032213340000	3942 151032213341000	3943 151032213342000	3944 151032213343000	3945 151032213344000
3946 151032213345000	3947 151032213346000	3948 151032213347000	3949 151032213348000	3950 151032213349000
3951 151032213350000	3952 151032213351000	3953 151032213352000	3954 151032213353000	3955 151032213354000
3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

# MORTGAGE

Document #: **2345168**  
Date: 02-26-2013 Time: 11:53:00 AM Pages: 11  
Fee: \$30.00 County: RACINE State: WI  
Requesting Party: Landmark Credit Union - Mortgage Department  
Register of Deeds: TYSON FETTES  
RACINE COUNTY REGISTER OF DEEDS

Document Number:

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

Return Address:

**LANDMARK CREDIT UNION**  
**5445 S WESTRIDGE DRIVE, P.O. BOX 510870**  
**NEW BERLIN, WI 53151-0870**

Parcel I.D. Number: **151032213167000**

## 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 **February 21, 2013**, together with all Riders to this document.

(B) "Borrower" is **ERNESTO A SALDANA, A SINGLE PERSON**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **LANDMARK CREDIT UNION**

Lender is a **CREDIT UNION**

the laws of **THE STATE OF WISCONSIN**

**2775 S MOORLAND RD, P.O. BOX 510870, NEW BERLIN, WI 53151-0870**

organized and existing under

Lender's address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **February 21, 2013**. The Note states that Borrower owes Lender **One Hundred Fourteen Thousand Eight Hundred and no/100**

Dollars (U.S. \$ **114,800.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 01, 2043**

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

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

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

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

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

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

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct,

or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (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 in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

**County**  
[Type of Recording Jurisdiction]

of

**Racine**  
[Name of Recording Jurisdiction]

#### SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of

**5632 16TH ST**  
[Street]

**MOUNT PLEASANT**  
[City]

, Wisconsin

**53406**  
[Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has

breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less 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. **Attorney's Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 10 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Ernesto A. Saldana (Seal) \_\_\_\_\_ (Seal)  
ERNESTO A SALDANA -Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Witness:

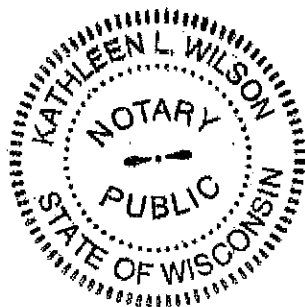
Witness:

State of **Wisconsin**  
County of **WAUKESHA**

This instrument was acknowledged before me on **February 21, 2013**  
**ERNESTO A SALDANA**

(date) by

(person[s] acknowledging).



Kathleen L. Wilson  
Notary Public, State of Wisconsin

My commission expires: **8-18-13**

This instrument was drafted by:

Name: **JAMIE LEONOFF**

The East 60 feet of the part of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point located 184.47 feet due North of the South line of the Southwest 1/4 and South 88° 09' East 247.4 feet from the center line of the Green Bay Road; run thence South 88° 09' East 247.4 feet from the center line of the Green bay Road; run thence South 88° 09' East 174.53 feet; thence North 88° 09' West 174.53 feet; thence South 184.47 feet to the point of beginning. EXCEPTING therefrom land conveyed by deed dated January 25, 1977 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 31, 1977 in Volume 996 of Records, at page 513, as Document No. 844647. ALSO EXCEPTING lands described for highway use recorded in Volume 789 of Deeds, at page 41, as Document No. 755910. Said land being in the Village of Mt. Pleasant, County of Racine, and State of Wisconsin.