ATTACHMENTS

May 21, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following amended appointments for your consideration:

COLLECTIVE BARGAINING COMMITTEE

NAME	APPOINTED	EXPIRES
DON HAMMOND (FINANCE CHAIR)	05/21/12	04/15/13
CORY ROESELER (SAL & GRV CHAIR)	05/21/12	04/15/13
STEPHEN MCLEAN, (CITY ATTORNEY)	05/21/12	04/15/13
SANDY ROHRICK, (H.R. MANAGER)	05/21/12	04/15/13
JIM AMODEO, (CHIEF ADMIN. OFFICER)	05/21/12	04/15/13

MAYOR TERRY VAN AKKEREN

May 7, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Jean Kittelson to be considered for appointment to the Board of Police and Fire Commissioners to fill the unexpired term of William Gottsacker whose term expires 4/25/16.

MAYOR TERRY VAN AKKEREN

Lis over.

II

5.4

R. O. No. 12 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting a communication from Dee Ware, Real Estate Acquisition Specialist, SBA Communications Corporation, regarding the SBA Ground Lease W121282A Wilson Ave. and 3333 Lakeshore Dr.

Finance

File

Susan Richards
City Clerk

Richards, Sue

From: Dee Ware [DWare@sbasite.com]
Sent: Wednesday, May 02, 2012 7:59 AM
To: Richards, Sue
Subject: WI21282-A Wilson Avenue; SBA Ground Lease Proposal

May 2, 2012

Sent Via Email: SRichards@ci.sheboygan.wi.us

City of Sheboygan
Attn: Ms. Susan Richards

RE: SBA Ground Lease WI21282-A Wilson Avenue; 3333 Lake Shore Drive

Dear Ms. Richards:

SBA Communications has a cell tower site on Lake Shore Drive in the City of Sheboygan. The current lease agreement is for ***$13,439.16 annually*** with a ***3% escalation*** every year. Your next escalation will be on ***9/1/2012*** and the lease expires on ***9/6/2025***. With that in mind we would like to extend the current lease for an additional 55 years or eleven terms of 5 years each. If acceptable we will prepare the documents for the City to review and sign.

We know opportunities arise unexpectedly and we like to let our ground owners know all the options SBA has available. If a lump sum payment would be of better use to the City at this time we offer the following ground lease buyout options that can easily be taken advantage of today, for example:

> SBA can prepare a lease for a lump sum prepaid 65 year lease buyout for ***$175,000 cash now***; or, extend the lease for 65 years from the date of execution and purchase one-half of the rent for a lump sum amount of ***$85,000*** and the City would continue to receive ***$6,219.58*** rent annually with the annual ***3% escalation***.

In exchange for acceptance of either of these options, **you receive the lump sum payment** plus:

- Your rent continues to be paid uninterrupted until day of closing;
- Upon receipt of a fully executed Letter Agreement, we strive to close within 45 days;
- We continue the same property site maintenance regardless of structure;
- We order due diligence and prepare all closing documents;
- As the owners of the tower on the property we have all the documents we need to expedite the closing process and are highly focused on ensuring you receive your money as soon as possible;
- And, we pay all closing costs associated with the transaction exclusive of any advisory fees you may incur for your personal attorney or accountant; and
- ***If technology changes or SBA determines the tower is no longer of use, you would keep any money paid as part of this transaction.***

As your business partner, we are committed to helping you structure a transaction that meets your requirements if you need cash for any reason.

Please contact me at 678-942-3744 so we may discuss your needs and clarify any questions you may have.

Sincerely,

Dee Ware
Real Estate Acquisition Specialist

SBA COMMUNICATIONS CORPORATION
11350 Old Roswell Road
Suite 900
Alpharetta, GA 30009

678.942.3744 + T
561.989.2953 + F
dware@sbasite.com

Your Signal Starts Here.

This email (collectively with its attachments, the "Electronic Communication") is intended solely for the use of the individual(s) to whom it is addressed. The Electronic Communication may contain information that is confidential, privileged or otherwise protected from disclosure, or is intellectual property. No confidentiality, privilege or other protections, and no intellectual property rights, are waived or lost by any mis-transmission. If you are not the intended recipient of this Electronic Communication and/or believe you received this Electronic Communication in error, accessing, reading, acting upon, printing, disclosing, duplicating, retaining, or redistributing the Electronic Communication by any means is prohibited and you must notify the sender immediately, delete the Electronic Communication from your computer, servers and electronic media, and not access, read, act upon, print, disclose, duplicate, retain, or redistribute the Electronic Communication by any means. No employee or agent is authorized to conclude any binding agreement on behalf of the company with another party by Electronic Communication without the express consent of the company's General Counsel. Any tax statements contained in the Electronic Communication were not intended or written to be used, and cannot be used, for the purpose of avoiding U.S., federal, state or local tax penalties.

II

4-30

R. O. No. 55 - 10 - 11. By CITY CLERK. May 17, 2010.

Submitting a Notice of Intent to Pursue Claim from Progressive Northern Insurance Company on behalf of their insured Gary Gabryel regarding a claim arising out of a motor vehicle vs. bicyclist accident.

Rec'd
refer to
new C.C. Insure
file 5/21/12

Susan Richards
City Clerk

MAY 12 '10 AM10:46

PROGRESSIVE

claim # 5-10

May 7, 2010

Sheboygan Police Dept
1315 N 1315 N 23rd St
Sheboygan WI 53081

Re:	Our Insured:	Gary Gabryel
	Our Claim#:	093236354
	Date of Loss:	9/30/09
	Your Employee:	Robert Schuttey

NOTICE OF INTENT TO PURSUE CLAIM

Dear Police Dept:

We are writing to put you on notice of Progressive's intent to pursue a claim for contribution against the City of Sheboygan due to the negligent conduct of its employee, Robert Schuttey.

The claim arises out of a motor vehicle vs. bicyclist accident which occurred at the intersection of Wilson & 16th Street, in front of Wilson Elementary School, on the morning of 9/30/090. Mr. Schuttey was the crossing guard on duty at the intersection that morning. Our investigation has revealed that Mr. Schuttey failed to properly control pedestrian traffic that morning.

There have been criminal charges presented against our insured driver. Testimony has been provided by your employee. You had knowledge of the incident and have not been prejudiced by this late notice of intent to pursue a claim.

We ask that you please provide us with contact information for the liability insurance carrier for the City of Sheboygan.

Sincerely,

Todd Dobesh
Casualty Representative
Progressive Northern Insurance Company
116 E Bell Street
Neenah WI 54956

Direct Line: (920)969-6523

CC: TERRY HANSON, ATTY's OFFICE, DAVE ANDERSON, L.SUHRKE, S.DIENER

VI

25-65

R. C. No. 444- 10 - 11. By SPECIAL COMMITTEE ON RISK MANAGEMENT.
April 6, 2011.

Your Committee to whom was referred the following:

acted on 4/16/12 1. R. O. No. 504-08-09 by the City Clerk submitting a claim from David Schults for alleged damages to his vehicle and license plates when Police Officers attempted to remove the rear license plate;

acted on 12/5/11 2. R. O. No. 299-09-10 by the City Clerk submitting a claim from Ernest Evraets for alleged injuries when he tripped on the uneven sidewalk near N. 6th St. and St. Clair Ave.;

acted on 2/20/12 3. R. O. No. 342-09-10 by the City Clerk submitting a communication from McLario, Helm & Bertling, S.C. regarding their client, Frank S. Lubotsky, who was allegedly wrongfully imprisoned pursuant to a Writ of Commitment signed by the Municipal Court Judge;

acted on 6/11/11 4. R. O. No. 505-09-10 by the City Clerk submitting a Notice of Injury in the matter of Amanda J. McGettrick and the Sheboygan Transit System for alleged injuries while alighting from a bus operated by a Transit bus driver on the corner of S. 8th St. and Georgia Ave.;

acted on 8/15/11 5. R. O. No. 26-10-11 by the City Clerk submitting a claim from Lawrence Frazier for alleged injuries when he fell down on uncleared snow in front of a house at 1416 Indiana Ave.

acted on 5/21/12 6. R. O. No. 55-10-11 by the City Clerk submitting a Notice of Intent to Pursue Claim from Progressive Northern Insurance Company on behalf of their insured Gary Gabryel regarding a claim arising out of a motor vehicle vs. bicyclist accident;

acted on 2/15/11 7. R. O. No. 113-10-11 by the City Clerk submitting a Notice of Violation/Notice of Claim from the Department of Natural Resources stating they have reason to believe that the City's Wastewater Treatment Plant is in violation of regulations related to the land spreading of wastewater treatment sludge;

acted on 6/6/11 → 8. R. O. No. 393-10-11 by the City Clerk submitting a claim from John Prinsen for alleged damages to his vehicle while pulling out of a parking spot and pulling forward, a Police Department employee began backing out of his parking spot and struck the vehicle;

acted on 6/11/11 → 9. R. O. 458-10-11 by the City Clerk submitting a claim from Robert Theis for alleged damages to his tire because the street sank about two feet and caused several inches of ice to form, thus causing his car to be pulled into the curb damaging the tire; and

closed 5-16-11 paid

10. R. O. No. 459-10-11 by the City Clerk submitting a claim from Horace Hummel for damages to his vehicle when a snow plow hit something hard, which kicked the plow blade out and striking his car in the rear driver side door;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

Refer to Risk of new Council

4/16/12 - refer to new C.C.

File doc. 5/21/12 as all are acted on.

Julie Kath

Wm F. Montgomery

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 424 - 11 - 12. By CITY CLERK. April 16, 2012.

Submitting a Notice of Injury Form from Gendlin, Liverman & Rymer, S. C. relative to their client Lisa Lee for alleged injuries while riding the City of Sheboygan/Shoreline Metro bus.

Risk
new C.C
Finance

File

Susan Richards
City Clerk

II

Claim # 32-11
L Lone
APR 5 '12 A 11:51

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY
ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
* ** # MATTHEW B. GARMAN
*JAMES MICHAEL STURINO
JOHN D. GEORGIN

* Licensed in Wisconsin
** Licensed in Illinois
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

April 3, 2012

City of Sheboygan
City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Lisa Lee
Date/Injury: March 13, 2012

To Whom It May Concern:

Enclosed herewith please find 2 original Notice of Injury Forms relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies, and then return the same to my office in the envelope herein.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Timothy J. Rymer
Timothy J. Rymer

TJR/to
Enclosures

CC: ATTY'S OFFICE, JIM AMODEO, TRACI ROBINSON, LAURIE SUHRKE

Claim # 32-11
L Long
APR 5 '12

NOTICE OF INJURY

TO: City of Sheboygan
City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Shoreline Metro
Ms. Traci Robinson
608 S. Commerce Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a)the claimant, Lisa Lee, an adult, residing at 2509 N. 11th Street, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Lisa Lee, an adult resident of the City of Sheboygan, residing at 2509 N. 11th Street, Sheboygan, WI, are GENDLIN Liverman, and Rymer S.C., 10335 W. Oklahoma Ave., Suite 300, Milwaukee, Wisconsin 53227.

2. That Lisa Lee sustained serious personal injuries at approximately 8:36a.m. on March 13, 2012 at North Avenue and N. 7th Street, in the City and County of Sheboygan when a vehicle driven by Brenton Dekker failed to yield the right of way to a City of Sheboygan/Shoreline Metro bus that Lisa Lee was a passenger on. Mr. Dekker was otherwise negligent causing the City of Sheboygan/Shoreline Metro bus to strike his vehicle.

3. That a proximate cause of said injuries was the negligence of Brenton Dekker causing serious injuries.

4. That James Scheunert, driver of the Shoreline Metro Bus was negligent in regards to the operation, look out, management and control of the bus.

Emd
4-5-12
12:45p

5. That a proximate cause of said injuries was of the negligence of Brenton Dekker and James Scheunert, driver of the Shoreline Metro Bus on which Lisa Lee was a passenger.

6. That as a result of the aforestated incident, Lisa Lee sustained serious personal injuries, pain, suffering and disability, incurred medical expenses, loss of earnings.

7. That the undersigned is one of the attorneys for Lisa Lee , and is, therefore, authorized to give this Notice of Injury.

Dated at Milwaukee, Wisconsin, this 3rd day of April, 2012

GENDLIN, LIVERMAN, and Rymer S.C.

BY: Timothy J. Rymer

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Milw
Subscribed and sworn to before me this
This 3 day of April, 2012.

Notary Public Exp 9/3/13
My commission is permanent.
(Seal if any below)

ROSENBERG MEMORIAL LIBRARY
YANKTON COLLEGE

II

4.3

R. O. No. 425 - 11 - 12. By CITY CLERK. April 16, 2012.

Submitting a Notice of Foreclosure Sale in the matter of Wisconsin Housing and Economic Development Authority vs. Peter J. Zabel et al.

Risk of Loss C.C. Finance

File

Susan Richards
City Clerk

II

APR 8 '12 - 10:34

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY;

Plaintiff,

vs.

PETER J. ZABEL and JANE DOE, unknown spouse of Peter J. Zabel; and TANYA D. ZABEL and JOHN DOE, unknown spouse of Tanya D. Zabel; and CITY OF SHEBOYGAN; and COLUMBIA ST. MARYS, INC., d/b/a MARSHO FAMILY MEDICAL GROUP; and SHEBOYGAN COUNTY;

Defendants.

Case No. 11-CV-1018
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

NOTICE OF FORECLOSURE SALE

PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on November 8, 2011, in the amount of $44,516.32, the Sheriff will sell the described premises at public auction as follows:

TIME: May 16, 2012 at 10:00 o'clock a.m.

TERMS: 1. 10% down in cash or certified funds at the time of sale; balance due within 10 days of confirmation of sale; failure to pay balance due will result in forfeit of deposit to plaintiff.

2. Sold "as is" and subject to all legal liens and encumbrances.

3. Buyer to pay applicable Wisconsin Real Estate Transfer Tax.

PLACE: Sheboygan County Administrative Building, located at 508 New York Avenue, Sheboygan, Wisconsin.

DESCRIPTION: Situated in the County of Sheboygan, State of Wisconsin, and described as follows: The West Fifteen (15) feet of Lot Fifteen (15) and all Lot Sixteen (16) of Block Twenty-Two (22), Lake View Park Subdivision of Sheboygan, Wisconsin.

CC: ATTY'S OFFICE: J.AMODEO: BARB OLM: LAURIE SUHRKE

PROPERTY ADDRESS: 834 Whitcomb, City of Sheboygan.

TAX KEY NO.: 59281312830

Todd Priebe
Sheriff of Sheboygan County, WI

O'DESS AND ASSOCIATES, S.C.
Attorneys for Plaintiff
1414 Underwood Avenue, Suite 403
Wauwatosa, WI 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.
If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

I hereby certify that on 4/1/11
I served an exact copy of the within document on the following named persons at their last known address by mail pursuant to Sec. 801.14 (2), Wis. Stats.
O'DESS AND ASSOCIATES, S.C.
By:
Persons Served:

Peter J. Zebel
Tanya D. Zebel
City of Sheboygan
Atty Lori A. Henley
Sheboygan County

II

Other Matters

9.12

R. O. No. 430 - 11 - 12. By CITY CLERK. April 16, 2012.

Submitting various license applications for the period ending June 30, 2012 and June 30, 2013.

Law & Lic
new Council
5/7/12 - hold Pirwitz, Lider
grant all other licenses &
5/21/12 - grant Pirwitz & Lider

Susan Richards
City Clerk

CHANGE OF PREMISES

No.	Name	Address
1040	Brennan's	1104 Michigan Ave. - one-day event to be held 5/12/12 to include the parking lot west and south of the building.
2373	Duke of Devon	739 Riverfront Dr. - one-day event to be held 6/30/12 to include parking lot area indicated on diagram.
1337	Sheboygan Elk's Lodge	1943 Erie Ave. - one-day event to be held 6/9/12, 7/20/12 & 8/19/12 to include between East & West parking lots and south side of bldg. to RR property.

SIDEWALK CAFÉ LICENSE (April 14, 2013)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St.
1005	Al & Al's Bar & Grill	1502 S. 12th St.
2593	Classics	2123 N. 15th St.

CIGARETTE/TOBACCO LICENSE (June 30, 2012)

No.	Name	Address
2889	Family Dollar Store #5587	2821 N. 15th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9541	Baier, Wade J.	516 Blackstock Ave.
9534	Jansen, Samantha M.	2801 S. 17th St.
9543	Meyer, Heather G.	1727 N. 4th St.

9536	Patz, Derek A.	4207 Kruschke Ave.
9535	Pirwitz, Ashley L.	1417 Eisner Ave., #1B
9540	Portschy, Shyla N.	1454 S. 13th St.
9538	Stuefen, Ty A.	530 Park Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2012)

No.	Name	Address
6208	Byrd, Richard J.	1841 Geele Ave.
9537	Lider, Jesse L.	1217 Alabama Ave.

II

Other Matters

9.1

R. O. No. 24 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting various license applications for the period ending June 30, 2012 and June 30, 2013.

Law + Lic
5/21/12 - grant all licenses except contingent items (granted)

Susan Richards
City Clerk

CHANGE OF PREMISES

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St. - two-day event to be held 9/21/12 & 9/22/12 to include St. Clair Ave. from 8th St. West to alley west of the Ale Haus.
2373	Duke of Devon	739 Riverfront Dr. - one-day event to be held 7/14/12 to include the area between the Wharf and Duke of Devon.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - Permanent change to add the Outdoor pool area for a Tiki Bar.

"CLASS A" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2821	Festival Foods	595 S. Taylor Dr.
2532	Fischer's Food & Liquor	4554 S. 12th St.
2825	Pick N Save #6433	2625 S. Business Dr.
2518	Pick N Save #6432	1317 N. 25th St.
1257	Piggly Wiggly #15	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
1877	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2762	Braveheart Pub I	2120 Calumet Dr.
1040	Brennans on Michigan	1101 Michigan Ave.
2123	CJ's Shipwrecked	902 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.

1511	Dennys Bar	2140	Calumet Dr.
1516	Emmers	906	S. 15th St.
1525	Fountain Park Lounge	922	N. 8th St.
1119	Four of a Kind	811	Indiana Ave.
1799	George Michaels I	513	N. 8th St.
1892	Gosse's at Northwestern House	1909	Union Ave.
2192	Harry's Diner	2504	Calumet Dr.
2428	Highland House	820	Indiana Ave.
2193	Kaddyshack, The	1502	S. 13th St.
1199	Lakeshore Lanes	2519	S. Business Dr.
2085	Legend Larry's Wings & Things	733	Pennsylvania Ave.
2685	Lino Ristorante Italiano	422	South Pier Dr.
1226	Meyers Lakeview Pub	550	Wilson Ave.
2866	Night Moves	1210	Michigan Ave.
2272	PJ's Party Zone	910	N. 18th St.
1267	Poor Richards	1105	Geele Ave.
2720	Rehab Bar & Grill	1450	S. 8th St.
1680	Scenic Bar LLC	1635	Indiana Ave.
1337	Sheboygan Elks Lodge	1943	Erie Ave.
1229	Sheboygan Moose Lodge	1811	Georgia Ave.
1353	Sheboygan Yacht Club	214	Pennsylvania Ave.
2207	Silver Fern, The	2538	N. 15th St.
1890	Suscha Super Bar	1054	Pennsylvania Ave.
2376	Swovys LLC	1645	S. 12th St.
1420	VFW Post 9156	552	S. Evans St.

CLASS "A" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2606	Citgo	610 S. 14th St.
2404	Dicks Northeast Standard I	905 Erie Ave.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2763	Kwik Trip #897	2033 North Ave.
2374	Save-A-Lot	1817 N. 8th St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2013)

No.	Name	Address
2879	Charcoal Inn North	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8th St.
2478	Nickys Pizza	1735 Calumet Dr.
1987	Pizza Hut #13462	2727 S. Business Dr.
1986	Pizza Hut #13440	1107 N. 14th St.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
2767	Thai Lotus	1119 Michigan Ave.

CLASS "C" WINE LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2012)

No.	Name	Address
2892	Josie's Place	4027 S. Business Dr.

MISCELLANEOUS LICENSE (June 30, 2013)

No.	Name	Address
1476	1907 Club	2908 N. 21st St.

MOBILE HOME PARK LICENSE (June 30, 2013)

No.	Name	Address
1170	Indian Meadows	3636 S. Business Dr.
1366	Sommers Woodhaven	4441 S. 12th St.

SIDEWALK CAFÉ LICENSE (April 14, 2013)

No.	Name	Address
2487	Frankies Pub & Grill	2218 Indiana Ave.
2427	Urbane	1231 N 8th St.
2561	Z Spot	1024 Indiana Ave.

TAXICAB BUSINESS LICENSE (April 14, 2013)

No.	Name	Address
2525	All Star Taxi I	W2254 Ourtown Rd., Sheboygan Falls
2863	Greco Cab Co.	508 N. 13th St.
2847	VIP Taxi LLC	1535 John Ct.

BEVERAGE OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9547	Kelm, Eileen Elizabeth	3410 S. 10th St.
2112	Schreiner, Kurt	919 N. 5th St.
2654	Sheehan, Lynn J.	3717 Deer Valley Dr.
9546	Torrison, Erika L.	710 Erie Ave., #1

9544 Wiverstad, Timothy J. 1441 Parkview Terrace, #48

TAXICAB OPERATOR'S LICENSE (June 30, 2012)

No.	Name	Address
7811	Herriges, David S.	916 St. James Ct.

I

4.2

Com. No. 2- 12 - 13. May 7, 2012.

Submitting a communication from Gerald DuMonthier regarding the deterioration of the road in front of 2811 S. 12th St.

Presented to the Common Council by Alderperson James A. Bohren.
Bohren

Public Works

File

Richards, Sue

From: Alderperson Jim Bohren
Sent: Monday, April 30, 2012 11:29 AM
To: Richards, Sue
Cc: Long, Linda; Biebel, David; Sazama, Ryan; Kolste, Joel; dumonthier@yahoo.com
Subject: FW: road problem

Sheboygan City Clerk Sue Richards - Sue

Please submit Mr. DuMonthier's attached e-mail as a document for the 5/7 Common Council meeting. Please refer it to the Public Works Committee. Thanks.

Alderman Jim Bohren
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.395.2230
jim.bohren@ci.sheboygan.wi.us
2012 - 2013 Committee Assignments
Chairman, Committee of the Whole
Chairman, Public Works Committee
Finance Committee
Strategic Fiscal Planning Committee
Sheboygan Transit Commission
Board of Marina, Park and Forestry Commissioners

From: gerald dumonthier [dumonthier@yahoo.com]
Sent: Monday, April 30, 2012 10:33 AM
To: Alderperson Jim Bohren
Subject: road problem

To: Alderman James Bohren
RE: Road problem

I live at 2807 South 12th Street one block from South High School. My concern is I can feel the house vibrate when buses,(school and city) and trucks go by. Paint is beginning to crack.

Part of the road is deteriorating in front of 2811 South 12th. I cannot determine where the problem is exactly. The weight and speed apparently cause the bus or truck to bounce and come down with a thump that vibrates the house.

I am aware that there are many streets that need repair, but I would appreciate this being addressed.

Respectfully submitted:
Gerald DuMonthier
2807 South 12th Street
Sheboygan, Wi. 53081

II

5.5

R. O. No. 13 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting a communication from Kathy Nickel stating that she and other dog owners are requesting upgrades to the dog park and also to put a dog park on the northside of the City.

Public Works

File

Susan Richards
City Clerk

Mayor Terry Van Akkeren
828 Center Ave.
Sheboygan, WI

Kathy Nickel
808 S. 16th
Sheboygan, WI
208-6493

April 30, 2012

Dear Mayor Van Akkeren

I would like to introduce myself. I am Kathy Nickel, a lifetime resident of Sheboygan, dog owner; dog lover. I was very delighted when Sheboygan was finally granted a dog park. However, through a self-directed/conducted survey of 172 dog owner/visitors to the park (and with my full-time work schedule, these numbers of surveyers could have gone up), I have come to learn of their concerns and hopes for some implementation of possible upgrades to the park, which seems to be busy all of the time. Concerns are as follows:

1.) running water, 2.) a bus stop-like shelter for when weather is inclement, 3.) gravel, 4.) picnic benches and the help of the city or whomever to fill muddied holes One of the other main suggestions was to have a dog park also on the north side of the city so north residents do not have to drive way to the south side. This suggestion was high on the list.

The survey encompassed much of Sheboygan County residents, not only those from the city. In fact, motorists traveling north and south have also stopped in.

It is my hope that you and/or the common council could bring this matter up at a near-future meeting. The dog- owners who frequent the park with their pets would be overjoyed if some, if not all, of the aforementioned ideas could be implemented.

Sincerely,

Kathy Nickel

II

5.6

R. O. No. 14 - 12 - 13. By BOARD OF WATER COMMISSIONERS. May 7, 2012.

To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the 2011 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

Finance
Acc File

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Art Stewart, Member

Attachments

SHEBOYGAN WATER UTILITY

An Enterprise Fund of the
City of Sheboygan, Wisconsin

FINANCIAL STATEMENTS

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2011 and 2010

SHEBOYGAN WATER UTILITY

An Enterprise Fund of the City of Sheboygan, Wisconsin

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As of and for the Years Ended December 31, 2011 and 2010

INDEPENDENT AUDITORS' REPORT

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BAKER TILLY

Baker Tilly Virchow Krause, LLP
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Milwaukee, WI 53214-1475
tel 414 777 5500
fax 414 777 5555
bakertilly.com

INDEPENDENT AUDITORS' REPORT

To the Utility Commission
Sheboygan Water Utility
Sheboygan, Wisconsin

We have audited the accompanying statements of net assets of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of December 31, 2011 and 2010, and the related statements of revenues, expenses, and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of utility management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise fund and do not purport to, and do not, present fairly the financial position of the City of Sheboygan, Wisconsin, and the changes in its financial position and its cash flows in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2011 and 2010, and the changes in its financial position and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America as they apply to enterprise funds of governmental entities.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economical, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Baker Tilly Virchow Krause, LLP

Milwaukee, Wisconsin
March 29, 2012

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2011 and 2010. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

FINANCIAL HIGHLIGHTS

- The utility's operating income increased from $2,084,764 in 2010 to $2,655,069 in 2011.
- The utility's total cash position increased from $4,302,600 in 2010 to $4,356,199 in 2011.
- The utility's unrestricted cash and investment position increased from $3,337,163 in 2010 to $3,376,908 in 2011.
- The utility's total net assets increased by $1,386,852 in 2011 from $28,745,421 in 2010 to $30,132,273 in 2011.
- The utility's total liabilities decreased by $462,982 in 2011 from $11,682,063 in 2010 to $11,219,081 in 2011.

FINANCIAL STATEMENTS

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The statements of Net Assets include the utility's assets (investments) and liabilities (obligations to creditors). These statements provide information to assess the liquidity and financial flexibility of the utility.

The Statements of Revenues, Expenses and Changes in Net Assets will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where did the cash come from, what was the cash used for and what was the change in cash balance.

FINANCIAL ANALYSIS OF THE UTILITY

The Statements of Net Assets and Statements of Revenues, Expenses and Changes in Net Assets will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Assets will show the difference between assets and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

The following Statement of Net Assets shows that net assets increased $1,386,852 during 2011, an increase of 4.8%. Total assets increased $923,870 in 2011 or 2.3%. The utility saw a .7% increase in capital assets or $324,718 in 2011. Capital additions were financed with operating income. Restricted assets increased $26,459 in 2011 due to the principals and interest due on the revenue bonds.

Net assets increased $894,606 during 2010, an increase of 3.2%. Total assets increased $408,688 in 2010 or 1%. The Utility saw a .7% increase in capital assets or $312,723 in 2010. Capital additions were financed with operating income. Restricted assets decreased $29,328 in 2010 due to the principals and interest due on the revenue bonds.

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

SHEBOYGAN WATER UTILITY
STATEMENTS OF NET ASSETS
December 31, 2011, 2010 and 2009

	2011	2010	2009
Unrestricted current and other assets	$ 5,229,658	$ 4,873,175	$ 3,840,684
Restricted assets	979,291	965,437	994,765
Capital assets	35,142,405	34,588,872	35,183,347
Total Assets	41,351,354	40,427,484	40,018,796
Current liabilities payable from unrestricted assets	1,761,511	1,674,619	1,376,972
Liabilities payable from restricted assets	619,143	602,585	667,601
Non-current liabilities	8,838,427	9,404,859	10,218,553
Total Liabilities	11,219,081	11,682,063	12,263,126
Invested in capital assets, net of related debt	26,677,972	25,597,862	24,780,658
Restricted	250,873	224,414	253,405
Unrestricted	3,203,428	2,923,145	2,781,759
Total Net Assets	$ 30,132,273	$ 28,745,421	$ 27,815,822

The following Statements of Revenues, Expenditures and Changes in Net Assets helps to further explain the nature of the increase in net assets during 2011 and 2010.

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

SHEBOYGAN WATER UTILITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
December 31, 2011, 2010 and 2009

	2011	2010	2009
Operating revenues	$ 6,997,904	$ 6,774,103	$ 5,621,700
Non-operating revenues	16,695	46,305	42,524
Total Revenues	7,014,599	6,820,408	5,664,224
Operating expenses	4,342,835	4,689,339	4,518,378
Non-operating expenses	358,548	399,480	352,448
Total Expenses	4,701,383	5,088,819	4,870,826
Income before capital contributions and transfers	2,313,216	1,731,589	793,398
Capital contributions	7,125	67,161	32,000
Interfund transfers (tax equivalent)	(933,489)	(904,144)	(790,405)
Change in Net Assets	1,386,852	894,606	34,993
Beginning Net Assets	28,745,421	27,850,815	27,815,822
Ending Total Net Assets	$ 30,132,273	$ 28,745,421	$ 27,850,815

2011
The Statement of Revenues, Expenses and Changes in Net Assets reflects an increase in operating revenues of $223,801. This increase is due to a 1.2% increase in water consumption in 2011. The decrease in non-operating revenues of $29,610 is due to the very low interest rates offered in 2011. The $346,504 reduction in 2011 in operating expenses is due to lower costs for Workmen's Compensation and health insurance and fewer chemicals needed for water purification.

Due to less development in the City in 2011, the Capital Contributions dropped almost $60,000 from 2010 to 2011.

2010
The Statement of Revenues, Expenses and Changes in Net Assets reflects an increase in operating revenues of $1,152,403. This increase is due to a 7.4% increase in water consumption in 2010 and a rate increase implemented in March. The slight increase of $3,781 in non-operating revenues is due to interest earned on revenues. The operating expense increase of $170,961 is due to increases in the cost of water treatment, and insurance costs.

Capital contributions increased in 2010. This figure is dependent on new subdivision additions in the City. In 2010, 291 feet of 16" water main was laid on Grey Fox Drive, a Werner development.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

At the end of 2011 the water utility had $46.9 million in invested property, plant and equipment in service. This $324,718 increase came from Taylor Hill Reservoir upgrades, security upgrades to the plant and utility grounds, valve replacements in the plant, three new utility vehicles, and new billing software and server upgrade. The utility also installed 112 feet of 8" and 560 feet of 12" water main on Huron Avenue between 10th and 11th Street. On North 6th Street between Center and Penn Avenue, the utility installed 300 feet of 16" water main; and another 1,170 feet of 8" water main on North 5th and 6th Street between Wisconsin and Washington.

At the end of 2010 the water utility had $46.6 million in invested property, plant and equipment in service. This $312,723 increase came from replacing the electronic monitoring system on all eleven filter beds, replacing and upgrading the old heating system in the plant to more efficient gas heating, replacing and upgrading several of the component filters and actuators used in the filtration of water, and the start of roof and exterior masonry repair on the plant. The Utility also replaced almost 400 feet of 120 year old water main on Maryland Avenue between 13th and 14th Streets, and another 350 feet of 8" and 380 feet of 12" water main on Center and Wisconsin Avenues from North 6th to North 7th Streets.

DEBT

On December 31, 2011, the Sheboygan Water Utility had outstanding revenue bond debt of $9,126,398. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of $2,176,398, to be retired in 2023. This also included the revenue bond of $4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of $3,225,000. On April 15, 2007, a $4 million revenue bond was also issued with a 5.00% interest rate, balance of $3,725,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The remaining balance on the $302,000 debt for the Unfunded Retirement obligation has a remaining balance of $275,410. There was no new debt in 2011.

On December 31, 2010, the Sheboygan Water Utility had outstanding revenue bond debt of $9,652,779. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of $2,327,779, to be retired in 2023. This also includes the revenue bond of $4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of $3,425,000. On April 15, 2007, a $4 million revenue bond was also issued with a 4.00% interest rate, balance of $3,900,000. These bond proceeds funded the construction of the booster pump station and two new reservoirs at Erie Avenue and I-43, completed in 2008. There is also a balance of $275,984 on the $302,004 debt for the Unfunded Retirement obligation.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

There was no rate increase in 2011, but there will be an 8% increase in the first quarter of 2012; in addition, the Board of Water Commissioners approved an increased rate of return. This rate increase is part of a phased plan to pay for water main projects to alleviate areas of low pressure, a future wash water tank replacement, and a UV disinfection system.

CONTACTING THE UTILITY FINANCIAL MANAGEMENT

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800.

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FINANCIAL STATEMENTS

SHEBOYGAN WATER UTILITY

STATEMENTS OF NET ASSETS
As of December 31, 2011 and 2010

ASSETS	2011	2010
CURRENT ASSETS		
Cash and investments	$ 3,376,908	$ 3,337,163
Restricted Assets		
Principal and interest redemption account	314,472	300,618
Customer accounts receivable	973,044	931,701
Due from municipality	174,975	119,769
Materials and supplies	246,316	261,806
Prepayments	26,720	27,573
Total Current Assets	5,112,435	4,978,630
NON-CURRENT ASSETS		
Restricted Assets		
Reserve account	664,819	664,819
Other Assets		
Non current receivable	-	10,778
Special assessments receivable	431,695	184,385
Capital Assets		
Plant in service	46,896,311	46,571,593
Accumulated depreciation	(13,431,978)	(12,592,747)
Construction work in progress	1,678,072	610,026
Total Non-Current Assets	36,238,919	35,448,854
Total Assets	41,351,354	40,427,484

LIABILITIES	2011	2010
CURRENT LIABILITIES		
Accounts payable	$ 180,528	$ 125,872
Accrued wages	47,994	51,225
Accrued taxes	954,120	921,912
Accrued vacation leave	90,302	80,198
Current portion of general obligation debt	10,692	10,129
Current Liabilities Payable from Restricted Assets		
Current portion of revenue bonds	555,544	526,381
Accrued interest	63,599	76,204
Total Current Liabilities	1,902,779	1,791,921
NON-CURRENT LIABILITIES		
General obligation debt	264,719	275,411
Revenue bonds	8,570,854	9,126,398
Unamortized debt premium	2,854	3,050
Accrued sick leave	477,875	485,283
Total Non-Current Liabilities	9,316,302	9,890,142
Total Liabilities	11,219,081	11,682,063
NET ASSETS		
Net assets invested in capital assets, net of related debt	26,677,972	25,597,862
Restricted	250,873	224,414
Unrestricted	3,203,428	2,923,145
TOTAL NET ASSETS	$ 30,132,273	$ 28,745,421

See accompanying notes to the financial statements.

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SHEBOYGAN WATER UTILITY

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
For the Years Ended December 31, 2011 and 2010

	2011	2010
OPERATING REVENUES		
Sales of water	$ 6,877,911	$ 6,657,955
Other	119,993	116,148
Total Operating Revenues	6,997,904	6,774,103
OPERATING EXPENSES		
Operation and maintenance	3,317,123	3,662,640
Depreciation	1,025,712	1,026,699
Total Operating Expenses	4,342,835	4,689,339
OPERATING INCOME	2,655,069	2,084,764
NON-OPERATING REVENUES (EXPENSES)		
Investment income	12,459	44,913
Gain on sale of capital assets	4,236	1,392
Interest expense	(358,745)	(399,677)
Amortization of debt premium	197	197
Total Non-Operating Revenues (Expenses)	(341,853)	(353,175)
Income Before Contributions and Transfers	2,313,216	1,731,589
CAPITAL CONTRIBUTIONS	7,125	67,161
TRANSFERS - TAX EQUIVALENT	(933,489)	(904,144)
CHANGE IN NET ASSETS	1,386,852	894,606
NET ASSETS - Beginning of Year	28,745,421	27,850,815
NET ASSETS - END OF YEAR	$ 30,132,273	$ 28,745,421

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2011 and 2010

	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES		
Received from customers	$ 6,975,164	$ 6,746,903
Paid to suppliers for goods and services	(1,925,352)	(2,294,801)
Paid to employees for operating payroll	(1,328,559)	(1,427,192)
Net Cash Flows From Operating Activities	3,721,253	3,024,910
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Paid to municipality for tax equivalent	(901,281)	(790,079)
Debt retired on pension liability	(10,129)	(9,556)
Interest paid on pension liability	3,492	(17,252)
Net Cash Flows From Noncapital Financing Activities	(907,918)	(816,887)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(1,990,301)	(524,601)
Received from the sale of capital assets	4,236	1,390
Capital contributions received	7,125	-
Special assessments received	71,248	77,074
Salvage on retirement of plant	36,722	1,109
Debt retired	(526,381)	(562,330)
Interest paid	(374,844)	(386,169)
Net Cash Flows From Capital and Related Financing Activities	(2,772,195)	(1,393,527)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	12,459	44,913
Net Change in Cash and Cash Equivalents	53,599	859,409
CASH AND CASH EQUIVALENTS - Beginning of Year	4,302,600	3,443,191
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,356,199	$ 4,302,600
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Developer financed additions to utility plant	$ -	$ 67,161
Special assessments levied	$ 127,513	$ -

	2011	2010
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	$ 2,655,069	$ 2,084,764
Noncash items in operating income		
Depreciation	1,025,712	1,026,699
Depreciation charged to clearing and other utilities	141,243	116,620
Changes in assets and liabilities		
Customer accounts receivable	(30,564)	(76,041)
Due from municipality	(55,206)	(12,349)
Materials and supplies	15,490	(96,982)
Prepayments	853	6,353
Accounts payable	(30,809)	(46,329)
Accrued vacation and sick leave	2,696	8,959
Other current liabilities	(3,231)	13,216
NET CASH FLOWS FROM OPERATING ACTIVITIES	$ 3,721,253	$ 3,024,910
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET ASSETS ACCOUNTS		
Cash and investments	$ 3,376,908	$ 3,337,163
Reserve account	664,819	664,819
Principal and interest account	314,472	300,618
CASH AND CASH EQUIVALENTS	$ 4,356,199	$ 4,302,600

See accompanying notes to the financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Sheboygan Water Utility (utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the utility are described below.

Reporting Entity

The utility is a separate enterprise fund of the City of Sheboygan (municipality). The utility is managed by a utility commission. The utility provides water service to properties within the municipality. The utility provides water service to properties within the municipality and wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Accounts prescribed by the PSCW.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the utility's financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Utilities also have the option of following subsequent private-sector guidance subject to this same limitation. The utility has elected not to follow subsequent private-sector guidance.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, LIABILITIES AND NET ASSETS

Deposits and Investments

For purposes of the statement of cash flows, cash, and cash equivalents have original maturities of three months or less from the date of acquisition.

Investment of utility funds is restricted by state statutes. Investments are limited to:

> Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
> Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
> Bonds or securities issued or guaranteed by the federal government.
> The local government investment pool.
> Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
> Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
> Repurchase agreements with public depositories, with certain conditions.

The utility as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit, credit or interest rate risks associated with the City of Sheboygan's or the utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Market values may have changed significantly after year end.

Receivables/Payables

Transactions between the utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the utility and other funds of the municipality are reported as due to/from other funds.

The utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

Materials and Supplies

Materials and supplies are generally used for construction, operation, and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, LIABILITIES AND NET ASSETS (cont.)

Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

Capital Assets

Capital assets are generally defined by the utility as assets with an initial, individual cost of more than $1,000 and an estimated useful life in excess of one year.

Capital assets of the utility are recorded at cost or the fair market value at the time of contribution to the utility. Major outlays for utility plant are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital assets constructed, net of interest earned on the invested proceeds over the same period. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

	Years
Water Plant	
Source of supply	50
Pumping	28-42
Water treatment	30-40
Transmission and distribution	45-100
General	4-45

Compensated Absences

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the utility.

Long-Term Obligations

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter.

REVENUES AND EXPENSES

The utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

REVENUES AND EXPENSES (cont.)

Charges for Services

Billings are rendered and recorded monthly based on metered usage. The utility does accrue revenues beyond billing dates.

Current water rates were approved by the PSCW effective March 1, 2010. The rates are designed to provide 4.50% return on rate base.

Capital Contributions

Cash and capital assets are contributed to the utility from customers, the municipality, or external parties. The value of property contributed to the utility is reported as revenue on the statements of revenues, expenses, and changes in net assets.

Interfund Transfers

Transfers include the payment in lieu of taxes to the municipality.

EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS

The Governmental Accounting Standards Board (GASB) has approved GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, Statement No. 61, *The Financial Reporting Entity: Omnibus*, Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, and Statement No. 64 *Derivative Instruments:Applications of Hedge Accounting Termination Provisions - an amendment of GASB Statement No. 53*. Application of these standards may restate portions of these financial statements.

NOTE 2 - DEPOSITS AND INVESTMENTS

	Carrying Value as of December 31, 2011	Carrying Value as of December 31, 2010	Risks
Deposits	$ 2,853,285	$ 3,498,277	Custodial Credit Risk
Certificates of deposits	1,502,364	803,773	Custodial Credit Risk
Petty Cash	550	550	
Totals	$ 4,356,199	$ 4,302,600	

Deposits in each local and area bank are insured by the FDIC in the amount of $250,000 for time and savings accounts (including NOW accounts), $250,000 for interest-bearing demand deposit accounts, and unlimited amounts for noninterest bearing transaction accounts as of December 31, 2011. Coverage as of December 31, 2010 included $250,000 for interest bearing accounts and unlimited amounts for noninterest bearing accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of $400,000. However, due to the relatively small size of the Guarantee Fund in relationship to the total deposits covered and other legal implications, recovery of material principal losses may not be significant to individual municipalities.

The utility may also maintain separate cash and investment accounts at the same financial institutions utilized by the municipality. Federal depository insurance and the SDGF apply to all municipal accounts, and accordingly, the amount of insured funds is not determinable for the utility alone. Therefore, coverage for the utility may be reduced. Investment income on commingled investments of the entire municipality is allocated based on average investment balances.

Custodial Credit Risk

Deposits

Custodial credit risk is the risk that in the event of a financial institution failure, the utility's deposits may not be returned to the utility.

Investments

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the utility will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

NOTE 3 - RESTRICTED ASSETS

Restricted Accounts

Certain proceeds of the utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net assets because their use is limited. The following accounts are reported as restricted assets:

Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.

Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

Restricted Net Assets

The following calculation supports the amount of water restricted net assets:

	2011	2010
Restricted Assets		
Reserve account	$ 664,819	$ 664,819
Principal and interest redemption account	314,472	300,618
Total Restricted Assets	979,291	965,437
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	(664,819)	(664,819)
Current Liabilities Payable From Restricted Assets	(63,599)	(76,204)
Total Restricted Net Assets as Calculated	$ 250,873	$ 224,414

NOTE 4 - CHANGES IN CAPITAL ASSETS

A summary of changes in water capital assets for 2011 follows:

	Balance 01/01/11	Increases	Decreases	Balance 12/31/11
Capital assets, not being depreciated				
Land and land rights	$ 98,671	$ -	$ -	$ 98,671
Capital assets being depreciated				
Source of supply	677,455	18,233	-	695,688
Pumping	4,875,689	76,271	36,054	4,915,906
Water treatment	7,407,184	44,749	40,116	7,411,817
Transmission and distribution	31,524,222	388,213	106,488	31,805,947
General	1,988,372	161,696	181,786	1,968,282
Total Capital Assets Being Depreciated	46,472,922	689,162	364,444	46,797,640
Total Capital Assets	46,571,593	689,162	364,444	46,896,311
Less: Accumulated depreciation				
Source of supply	(420,893)	(11,672)	-	(432,565)
Pumping	(1,815,316)	(189,861)	33,529	(1,971,648)
Water treatment	(2,686,591)	(239,687)	40,116	(2,886,162)
Transmission and distribution	(6,439,373)	(558,699)	76,572	(6,921,500)
General	(1,230,574)	(167,033)	177,504	(1,220,103)
Total Accumulated Depreciation	(12,592,747)	(1,166,952)	327,721	(13,431,978)
Construction in progress	610,026	1,557,038	488,992	1,678,072
Net Capital Assets	$ 34,588,872			$ 35,142,405

NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

Water Utility (cont.)

A summary of changes in water capital assets for 2010 follows:

	Balance 01/01/10	Increases	Decreases	Balance 12/31/10
Capital assets, not being depreciated				
Land and land rights	$ 98,859	$ -	$ 188	$ 98,671
Capital assets being depreciated				
Source of supply	677,455	-	-	677,455
Pumping	4,793,593	115,377	33,281	4,875,689
Water treatment	7,380,003	142,450	115,269	7,407,184
Transmission and distribution	31,383,237	263,972	122,987	31,524,222
General	1,925,723	91,237	28,588	1,988,372
Total Capital Assets Being Depreciated	46,160,011	613,036	300,125	46,472,922
Total Capital Assets	46,258,870	613,036	300,313	46,571,593
Less: Accumulated depreciation				
Source of supply	(409,376)	(11,517)	-	(420,893)
Pumping	(1,661,046)	(187,551)	33,281	(1,815,316)
Water treatment	(2,562,693)	(239,167)	115,269	(2,686,591)
Transmission and distribution	(6,007,464)	(554,896)	122,987	(6,439,373)
General	(1,108,053)	(150,000)	27,479	(1,230,574)
Total Accumulated Depreciation	(11,748,632)	(1,143,131)	299,016	(12,592,747)
Construction in progress	673,109	455,139	518,222	610,026
Net Capital Assets	$ 35,183,347			$ 34,588,872

NOTE 5 - LONG-TERM OBLIGATIONS

Revenue Bonds - Water

The following bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/11
3/10/04	Plant expansion	5/1/23	2.75%	$ 3,152,000	$ 2,176,398
9/1/05	Refunding	6/1/25	3.75-4.25	4,900,000	3,225,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	3,725,000
	Total Revenue Bonds - Water				$ 9,126,398

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2012	$ 555,544	$ 344,543	$ 900,087
2013	574,822	322,157	896,979
2014	589,217	298,902	888,119
2015	593,733	275,324	869,057
2016	598,373	252,370	850,743
2017-2021	3,151,059	922,539	4,073,598
2022-2026	2,763,650	319,615	3,083,265
2027	300,000	6,750	306,750
Totals	$ 9,126,398	$ 2,742,200	$ 11,868,598

All utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2011 and 2010 were $892,020 and $948,045, respectively. Total customer net revenues as defined for the same periods were $3,697,476 and $3,157,768. Annual principal and interest payments are expected to require 21% of net revenues on average.

General Obligation Debt - Water

The following general obligation notes have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/11
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	$ 302,304	$ 275,411

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt - Water (cont.)

General obligation notes debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2012	$ 10,692	$ 5,508	$ 16,200
2013	11,379	5,294	16,673
2014	12,061	5,700	17,761
2015	12,785	6,515	19,300
2016	13,515	6,855	20,370
2017-2021	80,937	36,638	117,575
2022-2026	108,323	24,939	133,262
2027	25,719	1,350	27,069
Totals	$ 275,411	$ 92,799	$ 368,210

Long-Term Obligations Summary

Long-term obligation activity for the year ended December 31, 2011 is as follows:

	01/01/11 Balance	Additions	Reductions	12/31/11 Balance	Due Within One Year
Revenue bonds	$ 9,652,779	$ -	$ 526,381	$ 9,126,398	$ 555,544
General obligation debt	285,540	-	10,129	275,411	10,692
Accrued sick leave	485,283	-	7,408	477,875	-
Unamortized premium	3,051	-	197	2,854	-
Totals	$ 10,426,653	$ -	$ 544,115	$ 9,882,538	$ 566,236

Long-term obligation activity for the year ended December 31, 2010 is as follows:

	01/01/10 Balance	Additions	Reductions	12/31/10 Balance	Due Within One Year
Revenue bonds	$ 10,215,109	$ -	$ 562,330	$ 9,652,779	$ 526,381
General obligation debt	295,096	-	9,556	285,540	10,129
Accrued sick leave	480,989	4,294	-	485,283	-
Premium	3,248	-	197	3,051	-
Totals	$ 10,994,442	$ 4,294	$ 572,083	$ 10,426,653	$ 536,510

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures

The following information is provided in compliance with the resolution creating the water revenue bonds:

Insurance

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

The utility is covered under the following insurance policies at December 31, 2011:

Type	Coverage	Expiration
Automobile Liability		
Property - Contents	$ 5,869,970	7/1/2012
General Liability	2,000,000	7/1/2012
Automobile Liability	1,000,000	7/1/2012
Contractors Equipment	463,111	7/1/2012
Auto - Physical Damage	385,281	7/1/2012
Umbrella Liability	2,000,000	7/1/2012
Crime - Theft/Forgery		
Position Bond* (Employee Dishonesty)	$ 100,000	7/1/2012
Forgery/Alteration	100,000	7/1/2012
Extra Expense	250,000	7/1/2012
EDP	268,830	7/1/2012
Employee Benefits	2,000,000	7/1/2012
Public Officials Liability	1,000,000	7/1/2012
Property		
Buildings	$ 31,232,696	7/1/2012

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures (cont.)

Debt Coverage

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2011 and 2010 as follows:

	2011	2010
Operating revenues	$ 6,997,904	$ 6,774,103
Investment income	12,459	44,913
Miscellaneous non-operating income	4,236	1,392
Less: Operation and maintenance expenses	(3,317,123)	(3,662,640)
Net Defined Earnings	$ 3,697,476	$ 3,157,768
Minimum Required Earnings per Resolution:		
Annual debt service - principal	$ 555,544	$ 526,381
Annual debt service - interest	365,639	385,715
Subtotal	921,183	912,096
Coverage factor	1.20	1.20
Minimum Required Earnings	$ 1,105,420	$ 1,094,515
Actual Debt Coverage	4.01	3.46

Number of Customers and Billed Volumes - Water

The utility has the following number of customers and billed volumes for 2011 and 2010:

	Customers		Sales (000 gals)	
	2011	2010	2011	2010
Residential	17,065	17,063	844,705	846,816
Commercial	1,509	1,498	459,939	439,220
Industrial	207	205	2,630,247	2,512,172
Public authority	131	131	66,697	71,039
Wholesale	2	2	773,892	793,405
Interdepartmental	4	4	4,500	4,500
Totals	18,918	18,903	4,779,980	4,667,152

Utility Budget

The 2011 and 2010 utility budgets were prepared and approved as required by the bond resolutions.

NOTE 6 - NET ASSETS

GASB No. 34 requires the classification of net assets into three components - invested in capital assets, net of related debt, restricted, and unrestricted. These classifications are defined as follows:

Invested in capital assets, net of related debt - This component of net assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net assets component as the unspent proceeds.

Restricted - This component of net assets consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net assets - This component of net asset consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

When both restricted and unrestricted resources are available for use, it is the utility's policy to use restricted resources first, then unrestricted resources as they are needed.

The following calculation supports the net assets invested in capital assets, net of related debt:

	2011	2010
Plant in service	$ 46,896,311	$ 46,571,593
Accumulated depreciation	(13,431,978)	(12,592,747)
Construction work in progress	1,678,072	610,026
Sub-Totals	35,142,405	34,588,872
Less: Capital related debt		
Current portion of capital related long-term debt	555,544	526,381
Long-term portion of capital related long-term debt	8,570,854	9,126,398
Unamortized debt discount	2,854	3,050
Sub-Totals	9,129,252	9,655,829
Add: Unspent debt proceeds		
Reserve from borrowing	664,819	664,819
Total Net Assets Invested in Capital Assets, Net of Related Debt	$ 26,677,972	$ 25,597,862

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM

All eligible employees of the utility participate in the Wisconsin Retirement System (System), a cost-sharing multiple-employer defined benefit public employee retirement system (PERS). All permanent employees expected to work over 600 hours a year (1,200 hours for employees hired on or after July 1, 2011) are eligible to participate in the System. Covered employees in the General category were required by statute to contribute 6.2% of their salary in 2010, 6.5% of their salary through June 28, 2011 and 5.8% of their salary beginning June 29, 2011. Employers generally make these contributions to the plan on behalf of employees through June 28, 2011. Thereafter, employees are required to fund their contribution, subject to terms of employment contracts and which employee group they are a member of. Employers are required to contribute an actuarially determined amount necessary to fund the remaining projected cost of future benefits. Covered payroll listed below is substantially the same as total payroll.

	Year Ended December 31		
	2011	2010	2009
Total Covered Employee Payroll	$ 1,751,324	$ 1,713,267	$ 1,707,292
Total Required Contributions	$ 203,154	$ 188,459	$ 177,558
Total Required Contributions	11.6%	11.0%	10.4%

Employees who retire at or after age 65 (62 for elected officials, 57 for general service and elected officials with 30 years of service, 54 for protective occupation employees with less than 25 years of service and 53 for protective occupation employees with more than 25 years of service) are entitled to receive a retirement benefit. Employees may retire at age 55 (50 for protective occupation employees) and receive actuarially reduced benefits. The factors influencing the benefit are: (1) final average earnings, (2) years of creditable service, and (3) a formula factor. Final average earnings is the average of the employee's three highest years earnings. Employees terminating covered employment before becoming eligible for a retirement benefit may withdraw their contributions and, by doing so, forfeit all rights to any subsequent benefit. For employees beginning participation on or after January 1, 1990 and no longer actively employed on or after April 24, 1998 or beginning participation on or after July 1, 2011, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and between April 24, 1998 and June 30, 2011 are immediately vested.

The System also provides death and disability benefits for employees. Eligibility for and the amount of all benefits is determined under Chapter 40 of Wisconsin Statutes. The System issues an annual financial report which may be obtained by writing to the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Claims and Judgments

From time to time, the utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the utility's financial position or results of operations.

NOTE 9 - SIGNIFICANT CUSTOMERS

The utility has one significant customer who was responsible for 17% and 16% of operating revenues in 2011 and 2010, respectively.

NOTE 10 - SUBSEQUENT EVENTS

The utility evaluated subsequent events through March 29, 2012, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

Approved Rate Increase

On February 1, 2012, new rates approved by the PSCW were placed into effect. The new rates are designed to increase annual revenues approximately $579,000 and provide a 6.00 rate of return on its investment rate base.

II

5.7

R. O. No. 15 - 12 - 13. By BUILDING INSPECTION DEPARTMENT
May 7, 2012.

We hereby submit the report of the Building Inspection Department for the month of March 2012.

PP+S
Ac+File

Building/Heating Inspector

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS 2011	2012	COST OF CONSTRUCTION 2011	2012	FEES 2011	2012
ONE-FAMILY RESIDENCE	1		145,000.00		400.00	
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	1	2	15,000.00	21,000.00	187.20	502.80
NEW COMMERCIAL	1		1,220,000.00		3,081.00	
NEW MISC -NON RES.						
STORAGE BLDG -RES.						
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	74	97	627,486.00	661,552.00	7,020.00	7,502.00
ALT & ADD'NS - NON-RES	10	10	4,493,495.00	266,325.00	14,406.70	2,690.00
WRECKING	2	2	68,500.00	12,850.00	634.00	249.68
MOVING		1		1,500.00		109.24
SIGNS	7	1	17,364.00	1,200.00	500.00	50.00
FENCES/POOLS/DECKS/DRIVEWAYS	3	18	6,180.00	96,029.00	135.00	780.00
TANKS						
MISCELLANEOUS	2				100.00	
TOTALS	101	131	6,593,025.00	1,060,456.00	26,463.90	11,883.72
PERMIT TYPES	***#OF PERMITS***					
ELECTRICAL	22	31	284,890.00	89,467.00	7,040.00	3,915.00
HEATING	19	33	750,085.00	126,371.00	15,270.00	2,350.00
PLUMBING	25	31			1,588.00	1,448.00
SEWER						
TOTALS	66	95	1,034,975.00	215,838.00	23,898.00	7,713.00
GRAND TOTALS OF THE ABOVE	**167**	**226**	**7,628,000.00**	**1,276,294.00**	**50,361.90**	**19,596.72**

CASH RECEIPTS

	March 2011	March 2012
Contractors Licenses	3,540.00	4,145.00
Building Permits	26,463.90	11,883.72
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	7,040.00	3,915.00
Heating Permit Fees	15,270.00	2,350.00
Sales Tax	3.51	24.96
Plumbing Permit Fees	1,588.00	1,448.00
Sewer Permit Fees	0.00	0.00
Occupancy Permit Fees	800.00	600.00
Board of Appeals	450.00	600.00
Misc. General Revenue	95.52	504.70
Plan Examining Fees	875.00	600.00
Code Books	0.00	0.00
State Stamps	40.00	0.00
Rooming House Permit Fees	0.00	150.00
Erosion Control Fees	100.00	0.00
Penalty Fees	1,330.00	1,135.00
Cash Over, Short or Refund		0.00
Contractors Escrow	1,355.00	687.00-
Clearwater Inspection Fees		1,760.00
Weight & Measure license	2,503.00	2,499.00
TOTAL:	**61,453.93**	**30 928.38**

CASH RECEIPTS

	March 2011	March 2012
Contractors Licenses	3,540.00	4,145.00
Building Permits	26,465.90	11,882.72
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	7,040.00	3,915.00
Heating Permit Fees	15,270.00	2,350.00
Sales Tax	3.51	24.96
Plumbing Permit Fees	1,589.00	1,449.00
Sewer Permit Fees	0.00	0.00
Occupancy Permit Fees	800.00	600.00
Board of Appeals	450.00	600.00
Misc. General Revenue	95.42	504.70
Plan Updating Fees	875.00	600.00
Code Books	0.00	0.00
State Stamps	40.00	0.00
Zoning House Permit Fees	0.00	120.00
Erosion Control Fees	100.00	0.00
Penalty Fees	1,320.00	1,135.00
Cash Over, Short or Refund		0.00
Contractors Escrow	1,355.00	687.00-
Clearwater Inspection Fees		1,750.00
Weight & Measure License	2,503.00	2,492.00
TOTAL:	61,453.93	30 928.38

II

5.10

R. O. No. 18 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting a claim from Dustin VerVelde for alleged damages to his vehicle when a City fire truck ran into his parked car.

Finance

Pay claim in amt of $1,698.33

Susan Richards

City Clerk

DATE RECEIVED 4-26-12 RECEIVED BY Lorna

CLAIM NO. ~~FB~~ 1-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Dustin VanVelle
2. Home address of Claimant: 417 Center Ave Sheboygan WI 53081
3. Home phone number: 920-980-2801
4. Business address and phone number of Claimant: 2923 S 31st St Sheboygan WI 53081 459-1300
5. When did damage or injury occur? (date, time of day) 4-17-2012 1801 hrs
6. Where did damage or injury occur? (give full description) front right bumper / Parking lot of 2923 S 31st St Sheboygan, WI 53081 Sheboygan County Detention Center
7. How did damage or injury occur? (give full description) City Fire truck ran into my parked car.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: Joseph Raml

   (b) Claimant's statement of the basis of such liability:

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous:

   (b) Claimant's statement of basis for such liability:

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF HERMANN, LAURIE SUHRKE

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

See estimates attached and accident report

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$ 1705.04
Property:	$
Personal injury:	$
Other: (Specify below	$ 100.00 overtime hours given up at work to get estimates
TOTAL	$ 1805.04

Damaged vehicle (if applicable)

Make: Jeep Model: Grand Cherokee Year: 2008 Mileage: ≈ 17,000

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

See diagram from Officer Fisher on attached Police Report

SIGNATURE OF CLAIMANT [signature] DATE 4-25-2012

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 4-26-12

RECEIVED BY Kilong

CLAIM NO. ~~143~~ 9-12

CLAIM

Claimant's Name:	Dustin VerVelde	Auto	$ 1,705.04
Claimant's Address:	427 Center Ave	Property	$
	Sheboygan, WI 53081	Personal Injury	$
Claimant's Phone No.	920-780-2831	Other (Specify below)	$ 100.00 Work hours
		TOTAL	$ ~~1705.04~~ 1805.04

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1805.04 .

SIGNED Dustin VerVelde DATE: 4/25/2012

ADDRESS: 427 Center Ave Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0QRR7W

PK2011

POLICE # C12-07366

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number P0QRR7W	Document Override Number
Agency Accident Number		Police Number C12-07366		
4 - Accident Date 04/17/2012	5 - Time of Accident (Military Time) 1807	6 - Total Units 02	7 - Total Injured 00	8 - Total Killed 00
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location PARKING LOT	
14 - On Hwy No.	14 - On Street Name PARKING LOT	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi / 15 - Hwy. Dir
16 - Fr/At Hwy No.	16 - From/At Street Name 2923 S 31	16 - Business/Frontage/Ramp		
17 - Structure Type OTHER #	17 - Structure Number 2923	12 - Latitude	13 - Longitude -	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision ANGLE		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way PARKING-LOT-OR-PRIVATE-PROPERTY				
117 - Relation To Roadway PARKING-LOT-OR-PRIVATE-PROPERTY				
114 - Light Condition DAYLIGHT	116 - Road Surface Condition DRY	118 - Weather CLEAR		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☒ Photos Taken	9 ☐ Trailer or Towed
9 ☒ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☒ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE	23 - Dir Of Travel SOUTH	24 - Speed Limit N/A
36 - Operating as Classified D CLASS	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number R540495601470B	30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident FIRE-FIGHTER
25 - Operator/Pedestrian Last Name RAML	25 - First Name JOSEPH	25 - Middle Initial P	25 - Suffix
32 - Date Of Birth 04/27/1960	33 - Sex MALE		
26 - Address Street & Number 4504 S 18TH		26 - PO Box	
27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number (920) 459-3435 EXT.
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NOT APPLICABLE	42 - Ejected NOT-APPLICABLE	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-APPLICABLE	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing BACKING-MANEUVER	120 - Traffic Control NO-CONTROL	62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	

91 - Drugs Reported

124 - Highway Factors
NOT-APPLICABLE

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	PICKUP/UTILITY-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
25088	LTK	WI		4P1CT02S2XA000949

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
1999	PIRC		FT	RED	

94 - Vehicle Damage
REAR

95 - Extent Of Damage	96	97 - Vehicle Removed By
VERY-MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name
SHEBOYGAN CITY

47- Address Street & Number	47 - PO Box
4504 S 18TH	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3435 EXT.

Insurance

INS 01

63 - Liability Insurance Company	60
NOT-REQUIRED	☐ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
L - LEGALLY PARKED	PARKED MOTOR VEHICLE		N/A

36 - Operating as Classified	37 - Endorsements	35
D CLASS		☐ Operating Commercial Motor Vehicle

28 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix

32 - Date Of Birth	33 - Sex

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number			26 - PO Box
27 - City	27 - State	27 - Zip Code	28 - Telephone Number
39 - Seat Position BLANK		40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST	
38 - Injury Severity	41 - Airbag NOT APPLICABLE	42 - Ejected NOT-APPLICABLE	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-APPLICABLE	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing LEGALLY-PARKED	120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond	89 - Substance Presence		
90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported			
124 - Highway Factors NOT-APPLICABLE			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
56 - License Plate Number 149LBL	57 - Plate Type AUT	58 - State WI	59 - Exp Year 2012	55 - Vehicle Identification Number 1J8GR48KX8C245439	
50 - Year 2008	51 - Make JEEP	52 - Model GRAND CHER	53 - Body Style	54 - Color WHI	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage FRONT, FRONT PASSENGER SIDE					
95 - Extent Of Damage MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name VERVELDE	46 - First Name DUSTIN	46 - Middle Initial M	46 - Suffix	Date Of Birth 10/10/1984
46 - Company Name				
47- Address Street & Number 2923 S 31ST		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-1369 EXT.	

Insurance

PK2011

INS 02

63 - Liability Insurance Company	60
NOT-REQUIRED	☐ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company

School Bus

BUS 02

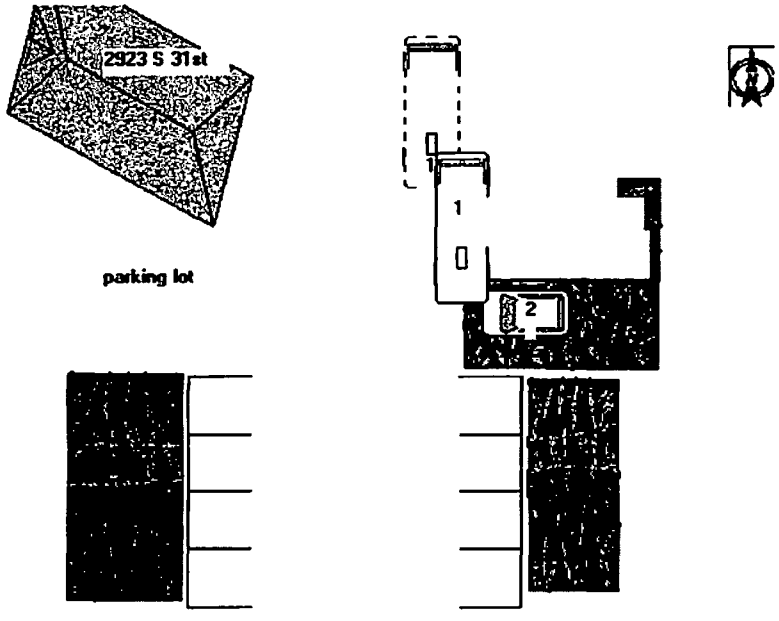
Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY
FISCHER #415



UNIT 1. A SHEBOYGAN FIRE DEPARTMENT LADDER TRUCK 5. WAS PARKED FACING N/B IN THE PARKING LOT OF THE JAIL. 2923 S 31ST. DRIVE OF UNIT #1 ADVISED HE WAS ATTEMPTING TO BACK UP THE TRUCK SO HE COULD THEN TURN TO FACE WEST AND PROCEED WITH THE PARKING MANEUVER. UNIT #1 DRIVER BACKED UP AND INTO UNIT #2 WHICH WAS PARKED FACING W/B IN A GRASSY/DIRT AREA JUST NEXT TO CONCRETE PARKING SPOTS. UNIT #1 JUST SUSTAINED A MINOR SCRATCH AND PAINT TRANSFER ON REAR PASSENGER SIDE CHROME BUMPER. UNIT #2 SUSTAINED BROKEN FRONT BUMPER ON THE FRONT PASSENGER SIDE. NO CITATIONS ISSUED REFERENCE PARKING LOT AND PHOTOS TAKEN AND LOGGED. #415 DF

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
FISCHER	DANA		415

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
04/17/2012	1807	1807	04/17/2012

Agency Accident Number	Police Number	19 - Special Study
	C12-07366	

18 - Agency Space
LADDER 5 TRUCK

Truck and Bus

TRUCK/BUS

136 ☐ A truck or truck combination > 10,000 lbs GVWR/GCWR			136 ☐ Any vehicle displaying a hazardous materials placard		
136 ☐ A vehicle designed to carry 9 or more people, including the driver					
136 ☐ Fatal Injury	136 ☐ Medical Transport	136 ☐ One or more vehicles towed from the scene due to disabling damage			
Unit Number					
137 - Hazardous Materials Class Numbers					
137 - Hazardous Materials "UN" Nos.	Hazardous Material Placard Displayed ☐		Hazardous Cargo Was Released ☐		
137 - Name Of Hazardous Materials in this Load			137 - Name Of Hazardous Materials Released		
138 Interstate Carrier ☐	140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.	141 - Source
139 - Carrier Name					
142 - Carrier Address			City	State	Zip Code
143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration			147 - Cargo Body Type
146 - First Event			146 - Second Event		
146 - Third Event			146 - Fourth Event		

VAN HORN HYUNDAI INC
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082
3512 WILGUS ROAD
SHEBOYGAN, WI 53082

***** PRELIMINARY ESTIMATE *****

04/20/2012 01:37 PM

Owner

Owner: DUSTIN VERVELDE
Address: 427 CENTER AVE
City State Zip: Sheboygan, WI 53081
Work/Day: (920)980-2821
FAX:

Inspection

Inspection Date: 04/20/2012 01:38 PM
Inspection Type:

Repairer

Repairer: VAN HORN HYUNDAI
Address: 3512 WILGUS AVENUE
P.O. BOX 1144
City State Zip: Sheboygan, WI 53081
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Vehicle

2008 Jeep Grand Cherokee Laredo 4 DR Wagon
6cyl Gasoline 3.7
5 Speed Automatic

Lic.Plate: 148LBL
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Good
Ext. Color: STONE WHITE
Ext. Refinish: Two-Stage
Ext. Paint Code: PW1
Lic State: WI
VIN: 1J8GR48KX86245439
Mileage: 17,210
Mileage Type: Actual
Code: J7323B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-lock Brakes
Bucket Seats	Center Console	Cruise Control
Dual Airbags	Floor Mats	Head Airbags
Heated Power Mirrors	Intermittent Wipers	Keyless Entry System
Lighted Entry System	MP3 Player	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Steering	Power Windows	Privacy Glass
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Roof/Luggage Rack	Sirius Satellite Radio	Stability Cntrl Suspensn
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	EU	8		Bumper Assembly,Front >> LKQ	Replace Recycled	$250.00*	+25.00		1.1	SM
2	L	8	13	Cover,Front Bumper	Refinish 2.9 Surface 0.6 Two-stage setup 0.6 Two-stage				4.1	RF
3	E	69		Dam,Air	68033745AB	$162.00			0.3	SM
4	E	99		Absorber,Front Bumper RT	55360410AA	$18.45			0.1	SM
5	I	29		Grille Assembly	Repair				0.5*	SM
6	L	29		Grille Assembly	Refinish 1.2 Surface 0.2 Two-stage				1.4	RF
7	N	987		A/C Evac Rechrg & Rcvr	Additional Labor				1.8	ME
8	EC	731		Condenser,A/C	Replace Economy	$150.00*	+25.00		1.9	ME
9	L	M03		Flex Additive	Refinish	$4.00*				RF
10	EC	M17		Cover Car Exterior	Replace Economy	$4.00*				RF
11	L	M60		Hazardous Waste Removal	Refinish	$3.00*				SM
11	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$180.45	
Other Parts		$411.00	
Paint Materials		$187.00	
Line Item Markup		$100.00	
Parts & Material Total			$878.45
Tax on Parts & Material	@ 5.000%		$43.92

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$54.00	1.5	0.5	2.0	$108.00
Mech/Elec (ME)	$92.00	1.9	1.8	3.7	$340.40
Frame (FR)	$56.00				
Refinish (RF)	$54.00	5.5		5.5	$297.00
Paint Materials	$34.00				

Labor Total	11.2 Hours		$745.40
Tax on Labor	@ 5.000%	$37.27	
Gross Total			**$1,705.04**
Net Total			**$1,705.04**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default

Audatex Estimating 6.0.726 ES 04/20/2012 01:46 PM REL 6.0.726 DT 03/01/2012 DB 04/15/2012
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1.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

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a Solera company

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SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

04/18/2012 10:38 AM

Owner

Owner: DUSTIN VERVELDE
Address: 427 CENTER AVE
City State Zip: Sheboygan, WI 53081
Home/Day: (920)980-2821
FAX:

Inspection

Inspection Date: 04/18/2012 10:34 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Front
Driveable: Yes
Appraiser Name: Jeff Wiegand
Inspection Type: Drive In
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Rental Assisted:
Appraiser License # :

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286
Target Complete Date/Time:
Days To Repair: 2

Vehicle

2008 Jeep Grand Cherokee Laredo 4 DR Wagon
6cyl Gasoline 3.7
5 Speed Automatic

Lic.Plate: 148LBL
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: STONE WHITE
Ext. Refinish: Two-Stage
Ext. Paint Code: PW1
Lic State: WI
VIN: 1J8GR48KX8C245439
Mileage: 17,653
Mileage Type: Actual
Code: J7323B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-lock Brakes
Bucket Seats	Center Console	Cruise Control
Dual Airbags	Floor Mats	Head Airbags

Heated Power Mirrors	Intermittent Wipers	Keyless Entry System
Lighted Entry System	MP3 Player	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Steering	Power Windows	Privacy Glass
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Roof/Luggage Rack	Sirius Satellite Radio	Stability Cntrl Suspensn
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	EP	8		Cover,Front Bumper	Replace PXN	$293.00			2.9	SM
				>> OEM PART MATCH (SHEBOYGAN CHRYS. JEEP)						
2	L	8	13	Cover,Front Bumper	Refinish				4.1	RF
					2.9 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
3	I	5		Reinf,Front Bumper	Repair				0.5*	SM
4	L	5	10	Reinf,Front Bumper	Refinish				0.6*	RF
					0.5 Surface					
					0.1 Two-stage					
5	E	12		Reinf,Frt Bmpr Cover	55157476AD	$93.85			0.2	SM
6	E	69	46	Dam,Air	68033745AB	$162.00			INC	SM
				>> BLACK TEXTURED						
7	E	99		Absorber,Front Bumper RT	55360410AA	$18.45			0.1	SM
8	N	987		A/C Evac Rechrg & Rcvr	Additional Labor				1.8	SM*
9	EP	731		Condenser,A/C	Replace PXN	$175.00			1.9	SM*
				>> BOTTOM DAMAGED						
10	SB			HAZARD. WSTE. REM.	Sublet Repair	$3.00*				SM
11	EC			FLEX ADDITIVE	Replace Economy	$6.00*				RF
12	SB			2 WHEEL ALIGNMENT	Sublet Repair	$52.95*				SM
				>> REQUESTED BY OWNER DUE TO IMPACT						

12 Items

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		$274.30	
Other Parts		$474.00	
Paint Materials		$159.80	
Parts & Material Total			$908.10
Tax on Parts & Material	@ 5.000%		$45.41

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$54.00	5.1	2.3	7.4	$399.60
Mech/Elec (ME)	$87.00				
Frame (FR)	$65.00				
Refinish (RF)	$54.00	4.7		4.7	$253.80
Paint Materials	$34.00				

Labor Total		12.1 Hours		$653.40
Tax on Labor	@ 5.000%		$32.67	
Sublet Repairs			$55.95	
Tax on Sublet	@ 5.000%		$2.80	
Gross Total				**$1,698.33**
Net Total				**$1,698.33**

Alternate Parts Y/03/02/00/01/01 CUM 03/02/00/01/01 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default

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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebilt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

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II

5.11

R. O. No. 19 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting a Summons and Complaint in the matter of Bank of America, N.A. vs Kasey C. Sipiorski et al.

Finance

File

Susan Richards
City Clerk

II

APR 24 '12 PM 4:39

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Bank of America, N.A.
Attn: Foreclosure, 400 National Way
Simi Valley, CA 93065

Plaintiff,

vs.

Kasey C. Sipiorski
520 Washington Ct # A
Sheboygan, WI 53081-4165

John Doe Sipiorski
520 Washington Ct # A
Sheboygan, WI 53081-4165

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Defendants.

SUMMONS

Case No. 12CV0313

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

24Apr 12

12 APR 11 PM 1:06

CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you

CC: ATTY'S OFFICE, JIM AMODEO, BARB OLM, LAURIE SUHRKE

may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of April, 2012

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
043670F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Bank of America, N.A.
Attn: Foreclosure, 400 National Way
Simi Valley, CA 93065

Plaintiff,

vs.

Kasey C. Sipiorski
520 Washington Ct # A
Sheboygan, WI 53081-4165

John Doe Sipiorski
520 Washington Ct # A
Sheboygan, WI 53081-4165

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Defendants.

COMPLAINT

Case No. 12CV0313

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

12 APR 11 P1:06
CLERK CIRCUIT COURT
FILED

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Kasey C. Sipiorski.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $66,460.01 together with interest from the 1st day of November, 2011.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Sipiorski has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Kasey C. Sipiorski.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 9th day of April, 2012.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

LOAN NUM

NOTE

01/04/07 SHEBOYGAN WI
[Date] [City] [State]
520 WASHINGTON COURT, SHEBOYGAN, WI 53081

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 70,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on FEBRUARY 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JANUARY 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, P.O. BOX 9000, GETZVILLE, NY 14068-9000 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 495.46.

4. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.

EXHIBIT A

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the

KS

EXHIBIT A

promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal)
KASEY C SIPIORSKI -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower
(Sign Original Only)

EXHIBIT A

1817107

SHEBOYGAN COUNTY, WI
RECORDED ON
01/11/2007 12:57PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 51.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 5
TRANS # 92290
OF PAGES: 21

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS LOAN
FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
PARCEL IDENTIFIER NUMBER
1100350

(Space Above This Line For Recording Data)

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JANUARY 04, 2007 , together with all Riders to this document.
(B) "Borrower" is
KASEY C SIPIORSKI

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA .

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Lender's address is 1201 MAIN STREET, 7TH FLOOR, DALLAS, TX 752020000

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated JANUARY 04, 2007 . The Note states that Borrower owes Lender SEVENTY THOUSAND AND 00/100 Dollars (U.S. $ 70,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2037 .
(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]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used 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.

Initials: LO

EXHIBIT B

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 1100350 which currently has the address of
520 WASHINGTON COURT [Street]
SHEBOYGAN [City], Wisconsin 53081 [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

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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.

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EXHIBIT B

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

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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

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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

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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

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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.

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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.

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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.

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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

EXHIBIT B

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,

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Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

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

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

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

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

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EXHIBIT B

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

Witnesses:

_____	_____ (Seal) KASEY C SIPIORSKI -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT B

STATE OF WISCONSIN, Waushara County ss:

The foregoing instrument was acknowledged before me this 1-4-07

by Kasey C Sipiorski

Official Seal
Julie McQuestion
Notary Public, State of Wisconsin
My Commission Expires

My Commission Expires: 1/10/10

Notary Public

This instrument was prepared by

Debria Dozier

Initials: KS

EXHIBIT B

LEGAL DESCRIPTION

Real property in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and is described as follows:

The East 40 feet of the South 22 feet of Lot 4, Block 306 of the Original Plat of the City of Sheboygan, and;

The West 10 feet of the South 22 feet of Lot 3, Block 306 of the Original Plat of the City of Sheboygan, except the East 2.6 feet thereof.

All of Lot 137 of Ellis Addition in the City of Sheboygan, except the East 2.6 feet thereof.

59281-110350

EXHIBIT B

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4TH day of JANUARY, 2007 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 520 WASHINGTON COURT, SHEBOYGAN, WI 53081

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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EXHIBIT B

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of

taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

15

EXHIBIT B

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

_____ (Seal)
KASEY C SIPIORSKI -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

EXHIBIT B

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

2. Any facts, rights, interests, or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.

4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.

5. Covenants, conditions and restrictions, if any, shown by the public record.

6. Easements or servitudes, if any, shown by the public record.

7. Any lease, grant, exception or reservation of mineral rights appearing in the public record.

8. All assessments and taxes not yet due and payable at Date of Guarantee and Commitment.

9. The following exceptions to matters disclosed in the public records will be exceptions in the policy unless taken care of to our satisfaction: None

10. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.

11. The following exceptions to matters disclosed in the public records will not be exceptions in the policy, if the mortgage shown in Schedule A Item 5 is foreclosed and the foreclosure deed is issued to the Proposed Insured is satisfactory to us:

    Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of $4,028.25 by instrument dated March 27, 2009 and filed on April 2, 2009 Instrument # 1874159 of Sheboygan County Records.

    Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of $11,000.00 by instrument dated March 27, 2009 and filed on April 2, 2009 Instrument # 1874160 of Sheboygan County Records.

    Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of $8,527.00 by instrument dated November 24, 2009 and filed on December 10, 2009 Instrument # 1892454 of Sheboygan County Records.

LIEN REPORT

II

5.14

R. O. No. 22 - 12 - 13. By LIBRARY DIRECTOR. May 7, 2012.

Conveying the Mead Public Library Board Annual Report for 2011

The Mead Public Library Board has approved its 2011 Annual Report for distribution. This local report includes narrative, financial, and service data sections that may be of interest to the City of Sheboygan Common Council. It is available online at http://www.meadpubliclibrary.org/about/annual.

A summary of the 2011 report is available for the general public in print and at the Mead Public Library website: http://www.meadpubliclibrary.org/about/annual . Both reports also include information about the activities of the Friends of Mead Public Library and the Mead Public Library Foundation.

For additional information or to share your questions and comments, please contact Library Director Sharon Winkle: 920-459-3400 x3414; sharon.winkle@meadpubliclibrary.org.

Finance
Acc File

Sharon Winkle
Library Director

2011 MEAD PUBLIC LIBRARY ANNUAL REPORT

LIBRARY SERVICE TRENDS

SHARON WINKLE, LIBRARY DIRECTOR

This annual report is prepared for presentation to the Mead Public Library Board with further release to the City of Sheboygan Common Council, organizations affiliated with the Library, and the general public. A summary annual report is also available. Both reports are posted at the Mead Public Library website (www.meadpubliclibrary.org) and include information about the Mead Public Library Foundation as well as the Friends of Mead Public Library.

Thank you for your support

In these times of budgetary constraints necessitated by the widespread and prolonged economic downturn, we thank the many members of the public who have contacted their aldermen, signed petitions, and spoken at public hearings on the annual budget in support of robust public library services. The high level of citizen participation in these activities has informed elected and appointed officials of the importance of Mead Public Library services to you, your families, and your neighbors.

Congratulations and thank you to the many people – Library trustees, Friends board members, Foundation directors, staff, volunteers, library visitors, and all Sheboygan residents – on your support for continued growth and development of your public library. We love to see you here, to help you via the Mead website, and to learn about your experiences using and learning from the resources available to all thanks to your generous, continuing support!

Trends in library service

Mead Public Library staff members discuss a variety of trends in their comments included in this report:

E-content: One of the most significant for the provision of library services in the future is the expressed and observed public interest in access to downloadable content (e-content) via the public library. The e-content consortium in which Mead participates started to provide data re: local library downloads in March 2011. As of the end of the year, Mead cardholders had checked out over 5,000 titles for use. That is a small number compared with the over 842,000 non-digital items checked out during 2011. However, customer

inquiries and participation in group e-content downloading orientation sessions indicate that interest and demand will continue to grow.

Checkout service: Use of the library collection as measured by checkouts reflects the economic recovery. Checkouts at Mead Public Library and other libraries nearby, statewide, and nationally showed double-digit increases as the recession took hold across the country. For example, checkouts at Mead increased by over 10 percent in 2009 compared with 2008. Checkouts for 2011 decreased by 6.2 percent from 2010 to 2011. Looking at the longer term trend, checkouts increased by 5.8 percent in 2011 compared with the pre-recession 2007.

Group programs: Numbers of library programs offered and attendance at those programs increased in 2011 compared with 2010. This reflects the staff observation that area residents have increased interest in participating at group programs offered by the library, including book discussions. This is coupled with the staff observation that, in general, members of the public are increasing the length of time they spend at the library during their visits here. Examples of large scale group participation and interactive opportunities in 2011 include the Children's Book Festival, the Sheboygan Reads program and the commemoration of the 10th anniversary of the Fela and Anschel Warschau Room dedication.

Extended library visits: Residents increasingly regard the library as a place of community as well as a place of contemplation. The library needs to provide the space and associated resources for both. This is reflected in the dichotomy between the Hansen Teen Library Center that offers a traditional library environment and the Maas Teen Learning Center that offers a communal, interactive experience.

Volunteers and gifts: Numbers of volunteers and the hours of service they contribute increased as well. There is increased interest in volunteering at the library and it, in turn, has increased its capacity to accommodate volunteer service to the benefit of public service. Improved coordination of volunteer services will continue to receive attention. In addition, gifts from the Friends of Mead Public Library increased. For example, the group made a $5,000 contribution to group program funds. And gifts from the Mead Public Library Foundation increased, including support for the 2011 Sheboygan Reads program and introduction of the Brainfuse HelpNow online homework support service.

Customer service: Self-service opportunities continue to increase and, for the most part, residents have responded positively. There was a downturn in summer reading program registration last year that occurred concurrently with the introduction of online registration for participation in those programs. It may be that the requirement of a library card for online registration is the root cause. Experience in future years will provide more information for evaluation.

As I look back at 2011 and, indeed, over 20 years as Mead Public Library Director, I also look forward to the challenges and opportunities that each new year brings. It is my hope that you do, too!

ADULT SERVICES

DEBBRA VOSS, MANAGER

The Adult Services Department underwent a dynamic organizational change at the start of 2011. Prior to 2011, reference service was slowly migrating to a combination of a tiered and virtual reference service model, which effectively reduced the staffing complement for this department. Additional budget cuts for 2011 forced a more aggressive re-evaluation of current services and staffing levels. The public service desk is now staffed by page level employees most hours the library is open. Pages are performing routine public services, such as assisting customers with directional, reader advisory, and ready reference questions, in addition to basic computer and other equipment needs. They are referring research questions and more complex technical problems to the reference librarians.

Although research reference service is available all hours the library is open, it no longer is available all hours with in-house staff. The virtual reference service AskAway was available to our customers for direct interaction or mediated assistance by pages during certain hours.

The reliance on volunteers is becoming more pronounced as staffing levels are reduced and valuable services are in jeopardy of being severely curtailed or cut. Jeannie Gartman, an Adult Services Department librarian, was assigned the task of developing a coordinated volunteer program for the library. Volunteers are helping in all areas of the library from shelf reading, assisting with "pull" lists, to the computer assistance provided by Sheboygan students who are part of the Sheboygan County Intergenerational Council. A movie series offered as part of the adult summer reading program in 2011 was well-received by our customers. The Friends of Mead Public Library offered to volunteer their time to organize and expand it into a year-round program. Volunteer hours for the Adult Services Department went from 443 hours in 2010 to 637 in 2011. Wow!

The reduction of librarians in this department required the development of alternative training opportunities for our customers. Podcasts and webcasts are viable tools for certain types of training. Aaron Derby, a UW-Milwaukee School of Library and Information Studies intern, assisted us with developing a variety of tutorials now available on the library's website (www.meadpubliclibrary.org/reference/screencasts).

Although many people are embracing the e-content revolution, some also need assistance with the selection and downloading process available to library users. Kelly Rohde, an Adult Services librarian, prepared a series of e-book downloading demonstrations in time for the holiday season when sales were projected to skyrocket for e-book readers like the Kindle and Nook. Attendance at these programs surpassed our expectations.

This year was quite exceptional in that it demonstrated the capability of individuals to pull together as a team for the greater good of the library and in particular, this department. It was quite remarkable to see the accomplishments that were achieved with such limited human resources and with over half of the department being new part-time employees. I'm privileged to work with such an exceptional group of people. Applause!.

CIRCULATION AND TECHNICAL SERVICES

DIANE KALLAS, MANAGER

As the year 2011 unfolded, we watched with great interest the growing numbers of faithful customers and newcomers alike who were caught up to some degree by the "download mania" that swept the country. Some loved the download venues, some hated them, but most agreed they still could not live without their local Mead Public Library. Although the demand for free downloadable items grew stronger as the year progressed, circulation of materials at Mead remained high as customers checked out 842,218 (non-digital) items, including books, magazines, DVDs, music CDs, and audiobooks.

Our self-service checkout units continued to be popular with many customers, offering speed and privacy combined with ease of use and shorter time waiting in line. Over 3.5 million items were "self checked" by customers since 2005. In 2011, customer self-checkouts accounted for 66 percent of our total circulation, just over 553,000 items.

Over 128,000 items appeared on our requested materials lists this past year. Our pages, along with a group of dedicated volunteers, searched the shelves daily for these items. Throughout the Eastern Shores Library System, over 578,000 requests for materials were received. Mead customers borrowed 60,926 items from other libraries, while we shipped out 103,993 Mead items for customers to borrow at member ESLS libraries.

Interlibrary Loan materials were still in high demand in 2011. Customers are able to search and request holdings from other state library systems through our WISCAT link on the Mead website. We processed 5,296 items to be sent to libraries outside ESLS and received 4,613 items for our customers.

Circulation Services handles the online and in-person bookings for meeting space in the Rocca Meeting Room. Demand for the room remains high, with about 40 percent of the usage coming from outside, non-library sponsored programs. In 2011, a total of 188 requests for use were approved.

Our Technical Services staff and pages were kept busy as usual, receiving, updating, and processing 26,831 new items for the year. A new Genealogy collection was created in 2011, which necessitated the transfer of more than 750 materials from existing collections to the new collection. This was a labor-intensive project for Technical Services staff and pages, requiring database maintenance and relabeling of items.

To facilitate ease of browsing the collection and placing requests online, we decided to circulate DVD series as a set rather than individual discs. It seems to be a welcomed change, and also more cost-effective both in materials and staff processing time.

Notable customer service changes implemented include an updated queuing area at the Customer Service desk, and the ability to send text messages to customers for "almost overdue," "overdue," and "hold" notifications.

Traffic at the Customer Service desk remained brisk in 2011. Although the library now offers many self-service opportunities for customers, both in-house and online, sometimes people still need people. Almost everything we do now is tied to technology, and technology is changing at a rapid pace. Circulation staff members continue to provide assistance in locating items of interest, using EasiCat, navigating the Mead website, resolving patron account issues, and troubleshooting equipment problems. Technical Services staff continue to push through the "must-have" items, ordered per customer demand. Though customer transactions and internal workflows have become more complex, staff continue to be resilient and adaptable, and committed to providing the same high-level of service that customers of Mead Library have come to expect!

INFORMATION TECHNOLOGY

DALE GORT, INFORMATION TECHNOLOGY SPECIALIST

Every category of Mead Library service related to technology showed an increased in 2011, over 2010. That in itself keeps the IT department busy and productive.

In 2011 much IT activity was centered in the new Maas Teen Learning Center on the third floor. For the final development phase, we installed a computer network, telephone, two security cameras, sound and video projection system, and more items that had to function together. Today the Maas teen area has four laptop computers as part of the Groovix network, and three laptops for loan within the Maas area. We faced a challenge in trying to figure out why some wireless devices could use our library wifi network and others couldn't. Once the settings were changed, the huge number of teens coming in with iPads could connect to the Internet. With all of the use it gets, it's hard to believe that the Maas Teen Learning Center didn't always exist.

There are many options for using a public computer at Mead, and to keep up with the customer demand, all are continually maintained and upgraded. The adult area has had 26 workstations and six reservation workstations for some time. Thirteen laptops for adults were made available several years ago, now down to 11. Now the Hansen Teen Library Center has 12 workstations for teens, in addition to the seven computers available in the Maas Teen Learning Center. The Landwehr Children's Library Center once had two Internet stations and four Gates Grant computers. It now has seven Internet stations for children, four Internet stations for adults, and four early literacy bilingual stations. While we don't have any way to count the number of wifi users, we can see that many customers are bringing their own laptops and mobile devices to the library in addition to using our laptops.

Early in 2012, Helene Capizzi and I worked on a new authentication procedure for our website to make sure only our customers had access to certain purchased research databases. While our customers type in a few digits and click, the actual process of getting everything working properly in the background can vary considerably, depending on the database requirements.

PUBLIC RELATIONS

HELENE CAPIZZI, PUBLIC INFORMATION SPECIALIST

In 2011, a small, yet meaningful change occurred when the Public Relations department became the Public Information department. It more accurately reflects the scope of all our efforts at helping the public become better informed of all their public library offers: whether responding to questions sent to our website or our Facebook page, posting events on The Sheboygan Press calendar system, or creating materials promoting the use of new databases. Information is our business, in every department of the library!

We continue to grow the digital component of informing our customers of Mead's services and policies with an e-mail version of our newsletter, digital signage, web-based new materials lists, and active presence on Twitter and Facebook. But, recognizing that not all our customers are online, every digital activity had a traditional counterpart still available such as our bulletin board, printed materials, and signage.

This year, many of us at Mead worked on launching and promoting various online services such as Brainfuse (and its Homework Help component), and digital book and audiobook downloads. The challenge with many of these services is not only to increase awareness of their availability, but also to teach customers how to use them. We have seen results of these efforts as our statistics show that more and more people are aware of these services, and are indeed taking advantage of them.

Dale and I also worked with our website hosting/support company, Dynamic Develop, to create a website-based way to authenticate users of several of our online services that are, by contract, only available to Mead cardholders. Our system was created with the future in mind, because we now can include (with no outside assistance) future online services available to Mead cardholders, or Eastern Shores Library System cardholders.

In addition to supporting the important work of the Friends of Mead Public Library, special projects this year included producing materials and recruiting volunteers for the information table at Mead for the Sheboygan Children's Book Festival, working on programs and promotion for "Sheboygan Reads," helping to organize our first-ever volunteer recognition program during National Volunteers Week, and the annual "Give a Gift to Mead" program (which had its best year yet!).

YOUTH SERVICES

KARIN MENZER, MANAGER

2012 was a lively year in Youth Services. We introduced the homework help service Brainfuse, featuring online live tutoring, began a series of programs featuring a live therapy dog, and had live Star Wars characters visit the library for our biggest program of the year. It also brought challenges as we adopted new technology to improve traditional programs like the summer reading clubs.

One of the biggest innovations in service happened late in 2011. In September, just in time for the start of the school year, Youth Services was excited to introduce the online homework help service HelpNow from Brainfuse. This project is funded through a grant to the Mead Public Library Foundation. It offers online one-on-one live tutoring for students as well as a suite of other features including a writing lab, test center and more. The grant funded not only the online service, but also two coaches who are available after school and some weekend hours to help teens make the most of the service. Although the grant targets the teen age group, the Brainfuse product has components for kindergarten through adult learners and is available for free to anyone with a Mead Public Library card. By the end of 2011 hundreds of students had already used Brainfuse and the project continues in 2012.

Another innovation was the introduction of Evanced Summer Reader software which allowed us to offer online registration for the children and teen summer reading programs. For the first time, program participants were able to register and track their progress online at home with their own computers. Customers had the convenience of 24-hours-a-day, 7-days-a-week access. Although the online registration made signing up for the program more accessible to many people, the need for a library card slowed registration down. Ultimately there were 696 fewer children enrolled in the 2011program than the previous year, and 277 fewer teens in 2011. The move to the online reading programs was a cost-saving measure. The library not only didn't have to purchase paper, print charts and registration cards, or order plastic book bags, but also saved a great deal of staff time. The online program was easy for staff to manage and the immediate access to all statistics was especially convenient.

Programming

Programming is an important element of our service. In 2011 there were 524 programs in children's service, an increase of 49 over 2010. Attendance at these programs was very good with a total of 14,233 people, an increase of 599 over 2010. Teen services also increased both numbers of programs and attendance with 52 programs, 13 more than the previous year. Total attendance at teen programs in 2011 was 1,598, an increase of 600 over 2010.

The most popular children's program of the year was the visit from the Star Wars characters of the 501st Legion. More than 500 fans had their pictures taken with their favorite characters and enjoyed watching light-saber duels between heroes and villains. In October, Mead Public Library was a primary venue for the Sheboygan Children's Book Festival which brought nine award-winning authors and illustrators to the community for talks, workshops, readings, and book signings. More than 1,000 people visited the library for these events. The distinguished authors included Jerry Pinkney, M. T. Anderson, Candace Fleming, and Liz Garton Scanlon.

Ruby, a certified therapy dog with Therapy Dogs International, and her owner Ted Kaczmarski brought the Tail Waggin' Tutor program to Mead in 2011, spending more than 56 hours with young readers. The children practiced their reading skills and enjoyed

spending time with the gentle and friendly Doberman.

In September, Youth Services participated in a new city event, "Taste Sheboygan." The library sponsored a visit by the "If You Give a Mouse a Cookie" mouse who served Johnston's Bakery chocolate chip cookies to children after they completed a craft project. More than 300 people stopped by the booth to meet the mouse.

Gaming events continue to be very popular and students gather regularly to play in both the children's and teen areas. The National Gaming Day @ Your Library event in November continues to grow each year. In 2011 all events were held on the third floor in the Maas Teen Learning Center, the Landwehr Children's Library Center and the Story Garden. Ninety-five people enjoyed games of all types including board games, card games and Wii gaming.

Gifts

Along with the generous donation which funds the aforementioned Brainfuse project, Youth Services also benefited from other gifts in 2011. A donation to honor Elaine Repenshek allowed the purchase of new lounge furniture for middle grade readers near the graphics collection and a generous donation in honor of former employee Bernice Busse in honor of her 100th birthday will support the purchase of Story Shelf books for several years to come.

Summer Library Programs

As mentioned previously, registration for all three summer programs was lower than in 2010, but many other aspects of the programs were very successful. Thank you to ACUITY, the primary sponsor of the Cool Picks Teen Summer Reading Program, for their support of teen literacy. The program's kick-off event held at ACUITY headquarters had its highest attendance yet, with 234 teens enjoying their hospitality. A new component of the ACUITY Cool Picks Summer Reading Program was the inclusion of book discussions. Thanks to a donation from the Friends of Mead Public Library, teens who elected to participate were given hardcover copies of The Hunger Games series by Suzanne Collins. Three book discussions were held over the course of the summer, each discussion covering one of the three books in the series.

For the third year, Mead Public Library received a grant for VISTA associates to perform summer library program outreach. They visited playground sites throughout the city and registered children for the program and also presented stories, crafts and literacy activities. More than 250 children signed up for the reading program at outreach sites. Another highlight was the visit of "Bess the Book Bus." This is a mobile literacy outreach program that donated hundreds of new or gently used books to be distributed to children. The VISTA volunteers assisted with this distribution at their outreach sites.

Farewells

After 20 years as a library assistant in youth services, Chris Hildebrand retired in May.

Jean Aeder Gort, who was working as a page in Circulation Services, joined Youth Services in June. In December we retired the very worn-looking nursery gym that was located in the southwest corner of the children's area. Additional picture book shelving was added to that area to ease overcrowded shelves. Mead Public Library Youth Services had often worked with the Sheboygan Area Evenstart Family Literacy Program including having a seat on its advisory board. Evenstart lost funding and ended its program in June. In December we bid adieu to the last audio cassettes when the final items in that format were discarded.

What was hot in 2011?
The most popular book for teens in 2011 was Mockingjay, the third and final book in the Hunger Games trilogy by Suzanne Collins. Other popular books for teens included Inheritance, the final book in a trilogy by Christopher Paolini, and books featuring vampires and zombies.

Popular books for children in 2011 include the "Diary of a Wimpy Kid" and "Big Nate" series books as well as any book written by Rick Riordan. Also popular were the Lego Star Wars and Lego Harry Potter books. For picture book fans there were new books in 2011 by Eric Carle and a newly published book by Dr. Seuss, "The Bippolo Seed and Other Lost Stories." Fancy Nancy and princess stories continue to charm young readers as well.

Finally, a big thank you goes to the Friends of Mead Public Library for supporting Youth Services in so many ways. Another goes to the volunteers who performed 360.25 hours of service in 2011. I'd also like to thank the many Mead staff members around the library who assist in our work. The members of the Youth Services staff have worked hard to provide great customer service, wonderful collections and interesting programs for the community. The Youth Services staff includes Matthew Beinemann, Aimee Steinbruecker, Susan Durant, Cathy Nack, Tory Stenske, Sandy Jakum and Jean Aeder Gort.

MEAD PUBLIC LIBRARY FOUNDATION

BERNIE MARKEVITCH, PRESIDENT

The Mead Public Library Foundation, Inc. is a 501(c)(3) organization that is dedicated to providing financial support to Mead Public Library. Its mission is "To benefit the community by raising, managing, and distributing funds to enhance the services, collections, and facilities of the Library and to increase public awareness of the Library's needs and services." Generous contributions to the Foundation supplement, but do not replace, public funding. Contributions may be specifically designated and are not to be used for basic operating expenses of the Library.

The Foundation continues to oversee the investment, management and distribution of its operating, investment, and income accounts. The investments are continuing to recover well following the challenge of the extended unfavorable global economic environment. The

directors strive to assure that the Foundation investments benefit from active management of the monies for which the Board is responsible.

At the end of 2011, the Operating Account had a balance of $143,552. These monies include funds for basic operating expenses of the Foundation and funds given for designated purposes. The designated funds totaled $76,355. Many who have appreciated the library over the years generously donate monies to the Endowment Fund. The balance of the Endowment Fund at the end of 2011 was $910,108. The Directors continue to ensure only the earnings from the investment of the monies are used for furtherance of the Foundation's mission. The Endowment Income Fund balance at the end of 2011 was $8,640. The Foundation was the financial sponsor for the 2011 Sheboygan Reads biennial community reading program and its Board of Directors has committed Endowment Fund income in an amount not to exceed $7,000 to the next program, which will be offered in 2013.

A restricted gift from the estate of Dr. Jerome M. Maas in 2004 established the Maas Endowment Fund. Dr. Maas requested earnings from the investment of his gift be used to fund the expansion of Youth Services. The balance of this fund at the end of 2011 was $974,114. The income balance at the end of 2011 totaled $20,857. The Foundation contributed $29,916 for completion of the second, and final, phase in the development of the Dr. Jerome M. Maas Teen Learning Center.

The Renaissance Society of the Mead Public Library Foundation is comprised of important patrons of the Endowment Fund. In 2011, six new members joined the Renaissance Society and 14 achieved a higher cumulative recognition category. The Renaissance Society has four members recognized as "Patron" for cumulative gifts of $25,000 and beyond.

A successful membership event was held on Dec. 9. The Renaissance Yuletide Gala featured the Great Tree in the Quiet Study Room. The evening featured the completed Dr. Jerome M. Maas Teen Learning Center along with recognition of an anonymous gift to the Foundation in support of a subscription to the online learning resource Brainfuse and Homework Help coaches for teens. This program is centered in the Teen Learning Center.

For the sixth year, the ACUITY Charitable Foundation, Inc., through the Foundation, sponsored the Cool Picks reading program targeted to young adult reading development and retention. Local teens checked out over 10,000 items from the library during the ACUITY Cool Picks Summer Reading Program. The kick-off event at ACUITY was a big success with an attendance of 234. The Foundation Board of Directors continues to focus its support on lifelong readers and learners. It has committed $5,000 in Maas income funds as support for the 2012 Children's Book Festival.

Bernard Markevitch was elected to serve as President of the Foundation Board of Directors effective January 1, 2011. James Cape, an active member of the Board of Directors, retired at the end of 2011. His development experience and expertise helped move the Foundation forward. Kathie Norman joined the Board of Directors when she was elected to a 3-year term effective January 1, 2011. We appreciate the dedication and contributions of all directors to the Foundation in support of the Library.

Directors and officers of the Foundation Board for 2011 were Bernard Markevitch (President), Barbara Knauf (Vice-President), Konrad Testwuide (Treasurer), Eldon Bohrofen (Assistant Treasurer), Sharon Winkle (Secretary), James Cape, Barbara Gruber, William Holbrook, Eleanor Jung, Pat Mahlendorf, Sheri Murphy , Kathie Norman, and Maeve Quinn.

FRIENDS OF MEAD PUBLIC LIBRARY

AUDREY KRUGER, VICE PRESIDENT

The Friends of Mead Public Library (FMPL) is an organization dedicated to providing volunteer service and financial support to Mead Public Library as a supplement to City appropriations. Membership is open to anyone interested in supporting the goals and services of the library. Volunteers for projects and activities are recruited from the general membership which currently numbers close to 220. We always welcome new members.

The annual meeting of the Friends of Mead Public Library was held on April 17, 2011, with about 30 members present. The following slate of board members were elected to two-year terms expiring in 2013: Judy Biederwolf, Darlene Kolb, Nancy Lewis, Mary Mitch, Delores Panzer, Sharon Quicker, and Sarah Stoll.

Catherine Fitzpatrick, author of the novel "A Matter of Happenstance," a former newspaper reporter and feature writer, discussed the process of writing, editing, and getting a book published. A reception followed, arranged by Judy Biederwolf and Nancy Stephani. Donna Mae Ringel contributed a floral centerpiece which was presented to a lucky drawing winner.

Once again this year, the Friends held several fund-raisers. In summer, the Giant Used Book Sale was held on July 14, 15, and 16. The grand total for this sale was over $2,300. The "End of the Year Book Sale" was held on Nov. 4, 5, and 6 and also was well-attended, earning a profit of over $1,200. Another one-day sale was held featuring only music and movies and netted a profit of over $250.

These three sales, combined with the monthly clearance sales and direct sales by the library through Customer Service, plus online sales, earned a total profit of $10,863 for 2011.

Please check out the new location of the BookStore. It has more space and is closer to the library checkout units, making it more visible to library customers.

The BookStore and the special sales would not be possible without the help of many of our members: those working on Mondays in the basement storage area, at the monthly sales, or at the July and November sales. A big "thank you" to all of you!

The seventh annual "Dinner with Friends" event was held on Nov. 12. This year, the dinner was held at a new location, Grace Episcopal Church. It has a lovely dining room and the location certainly made it much easier for everyone since the kitchen and all needed

supplies were located there. Our chef, Bernie Markevitch, prepared a delightful Italian dinner. Friends members assisted Bernie in the kitchen and waited tables. The profit from the dinner was about $1,700, earmarked for the purchase of large print books. With that in mind, our library liaison, Helene Capizzi, brought a selection of large print books and each guest was able to choose one and have a bookplate with their name placed in the book.

We once again assisted Bernie Markevitch at the Renaissance Society Yuletide Gala serving delicious appetizers and desserts. Our profit was about $1,000.

Our final fund-raiser was a new project: coupons from Perkins Restaurant where a portion of each check presented was donated to the Friends. It ran for three months and the Friends profit was about $70.

Mead Public Library gave away 500 books to children who read or were read to for at least five hours during the Summer Library Program. The books were purchased with funds from Thrivent Financial and the Friends of Mead Public Library. The Friends also donated money to Acuity Cool Picks for the teen reading program, and paid for bus rides for children coming to the library, for a total of $3,917.

The Friends board members voted to support programming at Mead Public Library with a $5,000 donation and also $1,400 for the purchase of a public performance movie license, in addition to $456 for the purchase of 100 monthly copies of BookPages newsletter.

Another project the board took on was hosting a series of films in the fall in the Rocca Meeting Room. Previously, library staff members hosted the film programs. Our series was well-received and a spring series was planned. Simple refreshments also were provided.

Memorial books were purchased for Dr. James Michael, for his generosity to the Friends over a period of many years; for former board member Frances Heinemann; for Verna Knoener, mother of board member Donna Mae Ringel; and for Harlan Lee, the husband of Bev Lee, a former board member.

During National Library Week in April, the Friends presented a small token of appreciation to the staff of Mead Public Library. Donna Mae Ringel coordinated this project.

Once again, we need to say a big "thank you" to Helene for all the many things she does to support the Friends. She is always ready to lend a hand, or offer a suggestion, and we count her as a real asset to the organization.

Also, once again, we would like to say "thank you" to Bernie for all his help and support with our dinner and in so many other ways. Bernie has been unbelievably generous with his time and talents for which the Friends are most grateful. A large part of the success of Dinner with Friends is due to Bernie. He is a true "Friend."

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

2010 GENERAL OPERATIONS FUND BALANCE		
Unreserved Fund Balance/AuditAdjustment	128,622.21	
Automation Reserve	111,098.43	
Air Conditioning Unit Reserve	150,000.00	
Donations	48,797.43	
Personal Svcs Reserve	140,440.25	
Future Capital	177,715.00	
Collection Enhancement Reserve	10,000.00	
STARR Contingency Fund	59,930.00	
Encumbrances	0.00	
General Liability Insurance Reserve	25,000.00	
Total 2010 Fund Balance		**851,603.32**
2011 REVENUES		
City Tax Appropriation	2,476,488.00	
Library Generated Revenue	101,438.96	
Contributions	70,531.06	
ESLS - Sheboygan County	570,882.00	
ESLS - Ozaukee County	9,039.00	
Adj. County Reimbursements	37,738.48	
LSTA - Grants	715.00	
Digitization Grant	3,063.49	
ESLS - Contracts	50,297.00	
Total 2011 Revenues		**3,320,192.99**
TOTAL 2010 FUND BALANCE AND 2011 REVENUES		**4,171,796.31**
2011 EXPENSES		
Personal Services	2,488,545.01	
Contractual Services	306,600.42	
Commodities	517,626.25	
Other Expenses	19,282.24	
HVAC Upgrade Project	138,254.28	
Total 2011 Expenses		**(3,470,308.20)**
2011 GENERAL OPERATIONS FUND BALANCE		**701,488.11**

FUND BALANCE SUMMARY

2011 RESERVED ACCOUNTS		
Automation Reserve	111,098.43	
Air Conditioning Unit Reserve	11,745.00	
Donations	60,958.15	
Personal Svcs Reserve	73,328.48	
Future Capital	154,369.00	
Collection Enhancement Reserve	0.00	
STARR Contingency Fund	29,598.00	
Encumbrances	0.00	
General Liability Insurance Reserve	25,000.00	
Total Reserved Accounts		**466,097.06**
2011 UNRESERVED FUND BALANCE		**235,391.05**
2011 GENERAL OPERATIONS FUND BALANCE		**701,488.11**

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

AUTOMATION PROJECT ACCOUNT 10081

2010 BALANCE		**111,098.43**
2011 REVENUES		
2011 Appropriations	0.00	
		0.00
TOTAL 2010 BALANCE AND 2011 REVENUES		**111,098.43**
2011 EXPENSES		
2011 Purchases	0.00	**0.00**
2011 AUTOMATION PROJECT FUND BALANCE		**111,098.43**

AIR CONDITIONING UNIT RESERVE

2010 BALANCE		**150,000.00**
2011 REVENUES		
2010	0.00	
		0.00
TOTAL 2010 BALANCE AND 2011 REVENUES		**150,000.00**
2011 EXPENSES		
	138,255.00	
		(138,255.00)
AIR CONDITIONING UNIT RESERVE		**11,745.00**

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

DONATIONS TO 255 OPERATIONS ACCOUNTS

2010 BALANCE		**48,797.43**
2011 REVENUES		
2011	70,531.06	**70,531.06**
TOTAL 2010 BALANCE AND 2011 REVENUES		**119,328.49**
2011 EXPENSES		
2011 Expenses	58,370.34	**(58,370.34)**
2011 DONATIONS TO 255 OPERATIONS ACCOUNTS		**60,958.15**

PERSONAL SERVICES RESERVE (Pension Liability)

2010 BALANCE		**140,440.25**
2011 REVENUES		
2011	32,371.69	**32,371.69**
TOTAL 2010 BALANCE AND 2011 REVENUES		**172,811.94**
2011 EXPENSES		
2011	99,483.46	**(99,483.46)**
2011 PERSONAL SERVICES RESERVE		**73,328.48**

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

FUTURE CAPITAL FUND

2010 BALANCE		**177,715.00**
2011 REVENUS		**0.00**
TOTAL 2010 BALANCE AND 2011 REVENUES		**177,715.00**
2011 EXPENSES		
2011 transfers to Operations	23,346.00	**(23,346.00)**
2011 WORKING CAPITAL FUND		**154,369.00**

COLLECTION ENHANCEMENT RESERVE

2010 BALANCE		**10,000.00**
2011 REVENUES		
2010	0.00	
		0.00
TOTAL 2010 BALANCE AND 2011 REVENUES		**10,000.00**
2011 EXPENSES		
	10,000.00	
		(10,000.00)
COLLECTION ENHANCEMENT RESERVE		**0.00**

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

STARR CONTINGENCY FUND		
2010 BALANCE		59,930.00
2011 REVENUES		
2011	0.00	
		0.00
TOTAL 2010 BALANCE AND 2011 REVENUES		59,930.00
2011 EXPENSES		
	30,332.00	
		(30,332.00)
STARR CONTINGENCY FUND		29,598.00

GENERAL LIABILITY INSURANCE RESERVE FUND 247700	
2010 BALANCE	25,000.00
2011 REVENUES	
2011	0.00
TOTAL 2010 BALANCE AND 2011 REVENUES	25,000.00
2011 EXPENSES	
2011	0.00
2011 GENERAL LIABILITY RESERVE BALANCE	25,000.00

MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT
EVERHARD/FORRER 850 FUND
Fund Balance December 31, 2011 (Unaudited)

2010 EVERHARD/FORRER FUND BALANCE SUMMARY

Invested in State Pool	985,708.99	
Local Balance	0.00	
Accounts Receivable	0.00	
Accrued Interest	0.00	
Accounts Payable	0.00	
Deferred Expense	0.00	
Total 2010 Fund Balance		**985,708.99**

2011 REVENUES

Interest on Local Balance	90.55	
Interest on Investments	1,288.00	
Book Bag sales	79.00	
Donations	9,352.91	
Total 2011 Revenues		**10,810.46**
TOTAL 2010 FUND BALANCE AND 2011 REVENUES		**996,519.45**

2011 EXPENSES & TRANSFERS

Programs	9,768.22	
Inservice/Training/Travel	1,830.00	
Contracted Services	3,800.00	
Visually Impaired Project	278.00	
Other projects	0.00	
TOTAL 2011 EXPENSES AND TRANSFERS		**(15,676.22)**
2011 EVERHARD/FORRER FUND BALANCE		**980,843.23**

FUND BALANCE SUMMARY

Invested in State Government Pool	984,819.33	
Local Balance	(3,976.10)	
2011 EVERHARD/FORRER FUND BALANCE		**980,843.23**

MEAD PUBLIC LIBRARY

Annual 2011
Circulation, Service, Collection Statistics

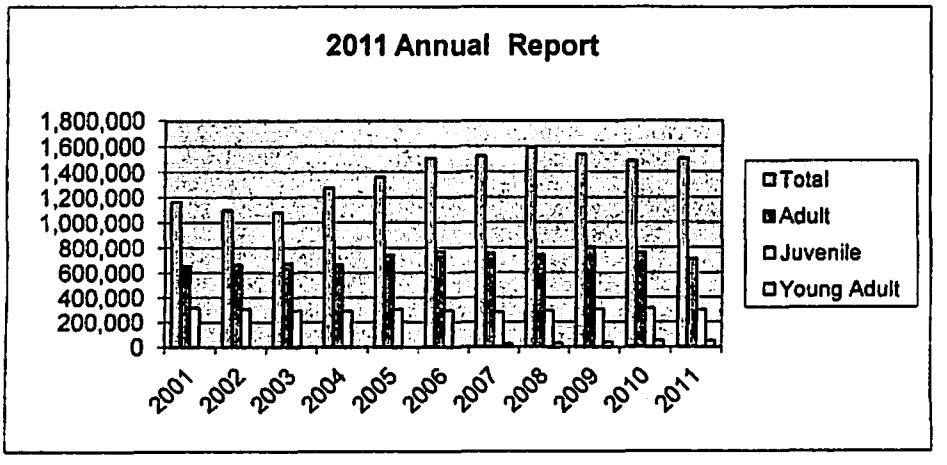
710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Days open last year:	327	Hrs. open last year:	2961	Sundays Open last year: =	27
Days open this year:	328	Hrs. open this year:	2968	Sundays open this year:	28
No. visits last year:	356491	Hourly visits last year:	120.4		
No. visits this year:	345852	Hourly visits this year:	116.5	Hourly visits this year:	-15.4%

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	153437	138819	31447	29926	137978	131297	322862	300042
Books - Nonfiction	156125	138254	3498	3452	81700	77818	241323	219524
Reference Books	10497	9442			342	292	10839	9734
CDROMs	39	50			1119	564	1158	614
Microfilm	4583	4452					4583	4452
Periodicals	53202	52265			2294	2515	55496	54780
Music/Educational (Tapes & CDs)	54883	52008			5712	4772	60595	56780
Audiobooks (Tapes & CDs)	23063	22617	411	398	3054	3339	26528	26354
Videocassettes/DVDs	230326	218110			58176	53202	288502	271312
Dorothy E Werner Database Collection							8763	8245
Library Web Page							356364	436429
Computer Public Workstations	0	0	0	0	8162	9041	8162	9041
Internet Public Workstations	56846	55199	13523	16360	11370	14684	81739	86243
Electronic Use (Other than Werner Database and Workstations)	11385	11833					11385	11833
Ebooks	148	125					148	125
Laptops	5546	7822			34	26	5580	7848
Other	13	24			665	515	678	539
TOTALS	760093	711020	48879	50136	310606	298065	1484705	1503895
+ or -		-49073		1257		-12541		19190
%		-6.5%		2.6%		-4.0%		1.3%
Hourly Average	256.7	239.6	16.5	16.9	104.9	100.4	501.4	506.7
Hourly %		-6.7%		2.3%		-4.3%		1.1%

Registration

	City	All Others	Total
Last Year:	35684	12053	47737
This Year:	32650	10958	43608



MEAD PUBLIC LIBRARY

Annual 2011
Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Circulation

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	146473	133236	28232	25823	123224	115780	297929	274839
Books - Nonfiction	129857	119017	3498	3452	64708	61647	198063	184116
Reference Books								
CDROMs	39	50			1119	564	1158	614
Periodicals	21971	20744			1965	2227	23936	22971
Music/Educational (Tapes & CDs)	54883	52008			5712	4772	60595	56780
Audiobooks (Tapes & CDs)	23063	22617	411	398	3054	3339	26528	26354
Videocassettes/DVDs	230326	218110			58176	53202	288502	271312
Werner Database Collection (Home Access)							4683	4568
Ebooks	148	125					148	125
Other	13	24			665	515	678	539
TOTALS	606773	565931	32141	29673	258623	242046	902220	842218
+ or -		-40842		-2468		-16577		-60002
%		-6.7%		-7.7%		-6.4%		-6.7%
Hourly Average	204.9	190.7	10.9	10.0	87.3	81.6	304.7	283.8
Hourly %		-7.0%		-7.9%		-6.6%		-6.9%

% of Circulation by Patron Type

	Adult	Young Adult	Juvenile	Staff	ILL	Establish-ments	Homebound	Deposit Collection
Last Year:	77.1	6.6	12.6	2.5	0.5	0.3	0.1	0.4
This Year:	77.1	6.5	12.5	2.4	0.6	0.3	0.1	0.4

In-House Usage

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	6964	5583	3215	4103	14754	15517	24933	25203
Books - Nonfiction	26268	19237			16992	16171	43260	35408
Reference Books	10497	9442			342	292	10839	9734
Microfilm	4583	4452					4583	4452
Periodicals	31231	31521			329	288	31560	31809
Werner Database Collection (In House)							4080	3677
Library Web Page*							356364	436429
Computer Public Workstations					8162	9041	8162	9041
Internet Public Workstations	56846	55199	13523	16360	11370	14684	81739	86243
Electronic Use (Not Werner Database & Workstations	11385	11833					11385	11833
Laptops	5546	7822			34	26	5580	7848
TOTALS	153320	145089	16738	20463	51983	56019	582485	661677
+ or -		-8231		3725		4036		79192
%		-5.4%		22.3%		7.8%		13.6%
Hourly Average	51.8	48.9	5.7	6.9	17.6	18.9	196.7	222.9
Hourly %		-5.6%		22.0%		7.5%		13.3%

MEAD PUBLIC LIBRARY

Annual 2011
Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Service:

	Adult		Juvenile		Circ		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Reference	28424	30660	7729	7599	832	1813	36985	40208
Other Requests	19849	27238	20444	16383	112746	105772	153039	151403
TOTALs	48273	57898	28173	23982	113578	107585	190024	191611
+ or -		9625		-4191		-5993		1587
%		19.9%		-14.9%		-5.3%		0.8%
Hourly Average	16.3	19.5	9.5	8.1	38.4	36.2	64.2	64.6
Hourly %		19.7%		-15.1%		-5.5%		0.6%
Total Telecommunications	8472	8178	2567	2123	5240	4054	16279	14355
Tax Questions	192	296	0	0	815	824	1007	1120
Internet	2472	2791	570	644			3042	3446

	Young Adult	
	Last Year	This Year
Reference		136
Other Requests		2010
TOTALs		2146
+ or -		2146
%		
Hourly Average		
Hourly %		
Total Telecommunications		0
Tax Questions		0
Internet		11

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Story Hours					169	163	169	163
Story Hours Attendance					3906	4305	3906	4305
Classes	11	9	0	0	160	157	171	166
Classes Attendance	199	71	0	0	3108	2747	3307	2818
Browsing Classes/Groups	16	9			226	180	242	189
Browsing Classes/Groups Attendance	272	124			2450	2155	2722	2279
Tours	3	5	1	2	7	10	11	17
Tours Attendance	96	56	37	13	129	286	262	355
Programs	115	107	38	50	139	194	292	351
Programs Attendance	1106	1167	998	1585	6491	6895	8595	9647
Deposit Collection Sites	26	32					26	32
Deposit Collection Items	1690	1678					1690	1678
Homebound Patrons	122	142					122	142
Homebound Items	585	769					585	769

Tax Information

Questions last year: 1007
Questions this year: 1120

State Forms shipment for tax year 2009: 31300
State Forms shipment for tax year 2010: 27000

Federal Forms shipment for tax year 2009: 53995
Federal Forms shipment for tax year 2010: 57831

Public Information

Number of Projects last year:	427	Number produced last year:	116436
Number of projects this year:	424	Number produced this year:	95886
Digital Marketing contacts last year:	1598		
Digital Marketing contacts this year:	4042		

MEAD PUBLIC LIBRARY

Annual 2011
Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Information Technology

E-Mail

	Adult		Circulation		Juvenile		Public Relations		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Email	141	136	44	44	13	13	59	111	257	450

E-Resource Center Services

	Members		E-Mails		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
Dear Reader	10895	10487	217900	209740	228795	220227

	Pages Accessed			
	Last Year	This Year		
Pathfinder	9089	11346		

Interlibrary Loans Sent

	Intersystem ILLs		Intrasystem ILL's		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
Jan	4818	5296	122126	105398	126944	110694

MPL Web Site

Web Site Page Views last year:	356364	.....	Average per day last year:	976.34
Web Site Page Views this year:	436429	.....	Average per day this year:	1192.43

	Visits		Page Views		Unique Page Views		Home Page		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Jan	208463	275806	356364	436429	276945	360563	234748	247435	1076520	2149318

Mending

Items Mended last year:	1984
Items Mended this year:	804

Annual 2011

Circulation, Service, Collection Statistics

Collections	Adult		Young Adult		Juvenile		Total
	*Last Year**	*This Year*	*Last Year*	*This Year*	*Last Year*	*This Year*	*Last Year*	*This Year*
Books		192588		11779		88439	0	292806
CD ROMs		46		0		462	0	508
CDs/CD BKS		13438		244		1985	0	15667
Audiocassettes		525		0		6	0	531
DVDs		15691		0		3485	0	19176
Videocassettes		1873		0		1534	0	3407
Miscellaneous		9		0		67	0	76
Magazines		16868		0		1070	0	17938
Maps		1380		0		0	0	1380
Pamphlets		9159		0		0	0	9159
Total		251577		12023		97048	0	360648

*Note: Accurate comparative data for 2010 is not available due to report generation changes.

	Last Year	*This Year*
Total items added:	25504	26831
Total items deleted	27522	20879

2011 LIBRARY BOARD OF TRUSTEES

President
Ms. Maeve Quinn

Vice President
Ms. Marilyn Montemayor

Finance Officer
Mr. Henry M. Nelson

Other Trustees
Mrs. Dolcye Johnson
Mr. Ed Morgan** (Resigned December 2011)
Mrs. Sharon Quicker*
Ald. Kevin Sampson**
Mrs. Marge Segalle
Mr. Chad Stauber Soik
Ms. Martha Wortche
Mr. Sam Zelpe*
Mr. Dirk Zylman**

Ex Officio
Ms. Sharon Winkle, Library Director and Secretary

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*Term expired without re-appointment April 2011
**Appointed May 2011

II

5.15

R. O. No. 23 - 12 - 13. By CITY CLERK. May 7, 2012.

Submitting an Amended Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Jose A. Avina et al.

Finance

File

Susan Richards
City Clerk

'12 AM11:31

MAY 3 '12 AM11:31

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Jose A. Avina
2120 Schetter Ave
Sheboygan, WI 53083-3831

Dee Ann R. Avina
1304 S 17th St
Sheboygan, WI 53081-5122

Defendants,

City of Sheboygan Department of City Development
828 Center Ave
Sheboygan, WI 53081-4442

Jane Doe-Avina
2120 Schetter Ave
Sheboygan, WI 53083-3831

John Doe-Avina
1304 S 17th St
Sheboygan, WI 53081-5122

Added Defendants.

AMENDED SUMMONS

Case No. 12-CV-0097

The Honorable
Terence T. Bourke

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

MW
3 May 12

CLERK CIRCUIT COURT
FILED
2012 APR 20 A 11: 18
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The amended complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The

CC: ATTY'S OFFICE, JIM AMODEO, BARB OLM, LAURIE SUHRKE

answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 18th day of April, 2012

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
041930F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Jose A. Avina
2120 Schetter Ave
Sheboygan, WI 53083-3831

Dee Ann R. Avina
1304 S 17th St
Sheboygan, WI 53081-5122

Defendants,

City of Sheboygan Department of City Development
828 Center Ave
Sheboygan, WI 53081-4442

Jane Doe-Avina
2120 Schetter Ave
Sheboygan, WI 53083-3831

John Doe-Avina
1304 S 17th St
Sheboygan, WI 53081-5122

Added Defendants.

AMENDED COMPLAINT

Case No. 12-CV-0097

The Honorable
Terence T. Bourke

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

CLERK CIRCUIT COURT
FILED
2012 APR 20 A 11: 18
SHEBOYGAN COUNTY
WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Jose A. Avina and Dee Ann R. Avina.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $132,311.62 together with interest from the 1st day of August, 2011.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all added defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the added defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That Jane Doe-Avina has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Jose A. Avina.

10. That John Doe-Avina has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Dee Ann R. Avina.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 18th day of April, 2012.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Loan Number

NOTE

FHA CASE NO.
581-2883079

NOVEMBER 14, 2007
[Date]

1304 SOUTH 17TH STREET, SHEBOYGAN, WISCONSIN 53081
[Property Address]

1. PARTIES
"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FIRST WISCONSIN MORTGAGE, INC., A WISCONSIN CORPORATION (CFL # 1182) and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST
In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 00/100 Dollars (U.S. $ 127,585.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN AND 000/1000 percent (7.000 %) per year until the full amount of principal has been paid.
Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED
Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT
(A) Time
Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JANUARY 1 .2008 . Any principal and interest remaining on the first day of DECEMBER 1 .2037 , will be due on that date, which is called the "Maturity Date."

(B) Place
Payment shall be made at 1289 DEMING WAY, MADISON, WISCONSIN 53717

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount
Each monthly payment of principal and interest will be in the amount of U.S. $ 848.83 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments
If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge ☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY
Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

JA
DA

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND 000/1000 percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 2 of this Note.

_____ (Seal) JOSE A. AVINA Borrower	_____ (Seal) DEE ANN R. AVINA Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

ALLONGE ATTACHED
FOR THE PURPOSE OF
ENDORSING THE NOTE

EXHIBIT A

FIRST WISCONSIN MORTGAGE INC

ALLONGE ATTACHED FOR THE PURPOSE OF ENDORSING THE NOTE

ALLONGE TO NOTE

Re: Jose A. Avina and Dee Ann R. Avina
1304 South 17th Street
Sheboygan, WI 53081

Loan #:

Loan Amount: $127,585.00

Note Date: November 14, 2007

Pay to the order of Universal Mortgage Corporation, without recourse.

First Wisconsin Mortgage, Inc.

By: Anne M. Abozeid
Vice President

PAY TO THE ORDER OF
Wells Fargo Bank, NA

without recourse
UNIVERSAL MORTGAGE CORPORATION

ROSEMARY A. NAEGELE
ASSISTANT SECRETARY

[illegible]
ASSISTANT SECRETARY

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

By
Scott M. Swanson
Assistant Vice President

1289 Deming Way, Madison, WI 53717 Phone: 608-662-0860 Fax: 608-662-0872

EXHIBIT A

1842263

SHEBOYGAN COUNTY, WI
RECORDED ON
12/21/2007 08:35AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 25.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 7
TRANS # 188888
OF PAGES: 8

MORTGAGE

Document Number: 27F

Return Address: FIRST WISCONSIN ~~MORTGAGE, INC.~~
1289 ~~DEMING WAY~~
~~MADISON~~, WISCONSIN 53717

ALL TITLE SERVICES, INC.
1037 N. HASTINGS WAY
P.O. BOX 2055
~~EAU CLAIRE~~, WI 54702-2055

59281508770
Parcel I.D. Number

07-30426

FHA CASE NO.
581-2883079

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 14, 2007 .
The mortgagor is JOSE A. AVINA AND DEE ANN R. AVINA, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ~~JOINT TENANTS~~

("Borrower"). This Security Instrument is given to FIRST WISCONSIN MORTGAGE, INC., A WISCONSIN CORPORATION , which is organized and existing under the laws of WISCONSIN , and whose address is 1289 DEMING WAY, MADISON, WISCONSIN 53717

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 00/100 Dollars (U.S. $ 127,585.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2037 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SHEBOYGAN County, Wisconsin:
~~SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".~~

The North 1/2 of Lot 1 and the East 20 feet of the N 1/2 of Lot 2, all in Block 278, according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

JA DA

EXHIBIT B

which currently has the address of 1304 SOUTH 17TH STREET
[Street]

SHEBOYGAN , Wisconsin 53081 ("Property Address"):
[City] [Zip Code]

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

BORROWER 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 and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the Note; and
FIFTH, to late charges due under the Note.

JA DA

EXHIBIT B

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

JMDA

EXHIBIT B

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

EXHIBIT B

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be

EXHIBIT B

entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, including, but not limited to, reasonable attorneys' fees (as defined in paragraph 21) 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 paragraph 21); (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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. 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.

20. 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.

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Non-Owner Occupancy Rider
- ☐ Graduated Payment Rider
- ☐ Adjustable Rate Rider
- ☐ Other [Specify]
- ☐ Growing Equity Rider
- ☐ Rehabilitation Loan Rider

EXHIBIT B

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

_____ (Seal)
JOSE A. AVINA -Borrower

_____ (Seal)
DEE ANN R. AVINA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

_____

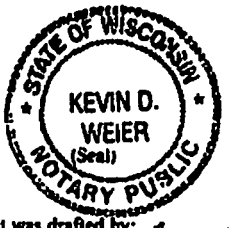
Witness:

_____

EXHIBIT B

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on 11/14/07
by JOSE A. AVINA AND DEE ANN R. AVINA



KDW

Notary Public

My commission expires: 02/01/09

This instrument was drafted by: Anne Aboreil

JA DA

EXHIBIT B

CORRECTED ENDORSEMENT TO TITLE COMMITMENT

FILE NO.: SHE-77543
Jose A. Avina

ISSUED BY

First American Title Insurance Company

HEREIN CALLED THE COMPANY

Please be advised that the above mentioned commitment to insure has been amended as follows:

SCHEDULE A
Effective Date: January 31, 2012 THROUGH DOCUMENT # 1938477
SCHEDULE B - Special Exceptions:
Item 3.h is hereby deleted.

The following is hereby added to the Mortgage at Item n.
The following is to correct the assignee's name:
The foregoing mortgage has been assigned to Wells Fargo Bank NA by mesne assignments.
Dated: March 10, 2011 Recorded: October 17, 2011
Document No: 1931978

Action commencing to foreclose said mortgage in Circuit Court for Sheboygan County, as pending. Case Number 12CV97, Wells Fargo Bank, N.A. v. Jose A. Avina and Dee Ann R. Avina.

Lis Pendens
Filed: January 31, 2012
Number: 1938477
Case Number: 12CV97

SCHEDULE C
Item 5.a is amended as follows:
a. Action commencing in Circuit Court for Sheboygan County as Case Number 12CV97 be amended to include the proper parties as added defendants and duly prosecuted to judgment, sale, and confirmation.

All other items remain the same.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereto. Except to the extent stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, this the 24th day of February, 2012.

First American Title Insurance Company

Authorized Signatory

First Southwestern Title Co. of Wisconsin, Inc.
11512 N. Port Washington Rd. Ste. 202
Mequon, WI 53092
Phone: 262-240-0227 Fax: 262-240-0397

SCHEDULE B

Commitment Number: SHE-77543

i. Rights of the spouse of Dee Ann R. Avina and Jose A. Avina, if married, and if the property is homestead or marital property.

j. Federal Tax Liens, if any, against the spouse of Dee Ann R. Avina and Jose A. Avina, if married, and if the property is homestead or marital property.

k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.

l. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.

m. Rights of the City of Sheboygan set forth in Ordinance recorded as Document No. 1718105.

n. A Mortgage from Jose A. Avina and Dee Ann R. Avina, husband and wife as joint tenants with right of survivorship to First Wisconsin Mortgage, Inc., a Wisconsin Corporation in the original amount of $127,585.00.
   Dated: November 14, 2007 Recorded: December 21, 2007
   Document No: 1842263

   The foregoing mortgage has been assigned to First Wisconsin Mortgage, Inc., by mesne assignments.
   Dated: March 10, 2011 Recorded: October 17, 2011
   Document No: 1931978

o. A Mortgage from Jose A. and DeeAnn R. Avina to City of Sheboygan Department of City Development (no address listed) in the original amount of $4,203.00.
   Dated: March 31, 2006 Recorded: July 19, 2006
   Document No: 1803607
   NOTE: Document returned to: Dept. of City Development, 807 Center Ave., Sheboygan, WI 53081

   Mortgage No. 1803607 has been subordinated to Mortgage No. 1842263 by Subordination Agreement recorded as Document No. 1842261.

p. Judgment of Divorce granted June 6, 2011 in the Circuit Court of Sheboygan County as Case No. 2011FA41.
   JOINT PETITIONER: DeeAnn Rose Avina, 1304 S. 17th St., Sheboygan, WI 53081
   JOINT PETITIONER: Jose Antonio Avina, 3515 N. 10th St. Apt. 621, Sheboygan, WI 53083

   Provides that property shown in Schedule A shall be awarded to wife. We find on deed of record from Jose to Dee Ann.

III

6.4

Res. No. 6 - 12 - 13. By Alderperson Hammond. May 7, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of hardware and software to complete the upgrade of the main (core) server and switch located in the Information Technology departments data center and serving all City of Sheboygan Departments.

WHEREAS: The Information Technology Dept. is responsible for the control and maintenance of all computer software, hardware and data for all City Departments and;

WHEREAS: The main file server appliance and electronic switch and related hardware and software have exceeded their expected useful life and need to be upgraded or replaced at this time and;

WHEREAS: These improvements will allow the I.T Department to continue to serve all of the information technology needs of city departments in a reliable fashion and poise the city computer network to be ready for future growth and expansion and;

WHEREAS: The expense for this upgrade is included in the City's 2012 Capital Improvement Budget.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with HP-Direct Inc. and CDW-G for the purchase of equipment and materials as detailed in the Report of Officers attached and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the 2012 Capital Improvements Budget Account # 70717100-642200 in payment of same.

Finance approve

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of May, 2012.

Dated May 23 2012. Susan Richards, City Clerk

Approved May 23 2012. _____, Mayor

II

5.3

R. O. No. 11 - 12 -13. By PURCHASING AGENT. May 7, 2012.

Submitting a breakdown of hardware, software and related equipment for the complete replacement of the I.T Department(s) main (core) server appliance, main electronic switch and related equipment, including software.

All pricing reflects the city's ability to access either State of WI and/or national contracts, thereby relieving the city of the need for competitive bidding and waiving said requirements.

VENDOR	**ITEM**	**COST**
Hewlett-Packard Direct	HP Proliant G7 Server and related equipment including Fiber optic interface	$10,372.32
CDW-Government	Main Switches and related Hardware	$16,075.00
	VM Ware Software upgrades	$10,722.00
		$37,169.32

The above purchase is included in the 2012 Capital Improvements Budget for the Information Technology Department. The recommendation is to proceed with the purchase(s) to ensure network reliability and position the infrastructure for future growth and technological upgrades and improvements.

Respectfully submitted,

Finance
On file

Bernard R. Rammer

III

6.5

Res. No. 7 - 12 - 13. By Alderperson Van Akkeren. May 7, 2012.

A RESOLUTION amending the city's bond schedule.

WHEREAS, §1-13(h) of the Municipal Code provides for the establishment and update of a bond schedule;

WHEREAS, the City adopted a bond schedule via Res. No. 287-05-06;

WHEREAS, there is a need to amend the bond schedule to account for changes to forfeiture amounts in Chapter 50-697 of the Code.

NOW, THEREFORE BE IT RESOLVED: That the bond schedule adopted via Res. No. 287-05-06 pursuant to sec. 1-13(h), Sheboygan Municipal Code is hereby amended to provide that the deposit for all violations of Article V of Chapter 50 of the Sheboygan Municipal Code, shall be set at $250 plus costs.

PPS approve.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.1

Gen. Ord. No. 1 - 12 - 13. By Alderperson Van Akkeren. May 7, 2012.

AN ORDINANCE repealing and recreating Sec. 50-697 of the Sheboygan Municipal Code so as to broaden the range of penalties for fireworks and similar violations.

Section 1. Sec. 50-697 of the Sheboygan Municipal Code, entitled "Violations" is hereby created to read as follows:

"Sec. 50-697. Violations.

(a) Any violation of this article shall subject the violator to a forfeiture of not less than $100.00 or more than $1,000.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 60 days. Each day of violation of this article shall constitute a separate offense.

(b) A parent or legal guardian of a minor who consents to the use of fireworks by the minor shall be subject to a forfeiture of not less than $100.00 or more than $1,000.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 60 days.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPS approve

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

8.2

Subs. of Gen. Ord. No. 2 - 12 - 13. By Alderperson Bohren. May 21, 2012.

AN ORDINANCE relating to 15-minute parking limits so as to add the parking limits on the north side of Wisconsin Avenue between N. 10th Street and S. 9th Street.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the north side of Wisconsin Avenue from 101' east of the east curb line of N. 10th Street to 126' east of the east curb line of N. 10th Street is hereby added to the list of locations with a 15-minute parking limit.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

8.2

Gen. Ord. No. 2 - 12 - 13. By Alderperson Bohren. May 7, 2012.

AN ORDINANCE relating to 15-minute parking limits so as to add the parking limits on the north side of Wisconsin Avenue between N. 10th Street and N. 9th Street.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", on the north side of Wisconsin Avenue from 101 feet east of the east curb line of N. 10th Street to 126 feet east of the east curb line of N. 10th Street is hereby added to the 15-minute limits parking regulations.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPS.
approve
Sub Ord.

James a. Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.3

Subs. of Gen. Ord. No. 3 - 12 - 13. By Alderperson Bohren. May 21, 2012.

AN ORDINANCE relating to changing the speed limit on N. 15th Street between MacArthur Avenue and Grand Avenue.

WHEREAS: N. 15th Street between MacArthur Avenue and Grand Avenue is located in area defined as an "outlying district" by §346.57(1)(ar), Wisconsin Statutes.

WHEREAS: Pursuant to §346.57(4)(f), Wisconsin Statutes, the default speed zone on said roadway is 35 miles per hour.

WHEREAS: Traffic and road conditions on N. 15th Street between MacArthur Avenue and Grand Avenue are such that a speed below the default speed zone is appropriate.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The speed limit on N. 15th Street between MacArthur Avenue and Grand Avenue shall be 25 miles per hour

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the official sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

8.3

Gen. Ord. No. 3 - 12 - 13. By Alderperson Bohren. May 7, 2012.

AN ORDINANCE relating to changing the speed limit on N. 15th Street between MacArthur Avenue and Grand Avenue as specified in Section 1 below:

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. An ordinance to change the speed to 25 mph on N. 15th Street between MacArthur Avenue and Grand Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James A. Bohren

PPS
approve
Subs Ord

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.4

Subs of Gen. Ord. No. 4 - 12 - 13. By Alderperson Bohren. May 21, 2012.

AN ORDINANCE relating to changing the speed limit on Lakeshore Road between Eisner Avenue and MacArthur Avenue to 25 miles per hour.

WHEREAS: Lakeshore Road between Eisner Avenue and MacArthur Avenue is located in area defined as an "outlying district" by §346.57(1)(ar), Wisconsin Statutes.

WHEREAS: Pursuant to §346.57(4)(f), Wisconsin Statutes, the default speed zone on said roadway is 35 miles per hour.

WHEREAS: Traffic and road conditions on Lakeshore Road between Eisner Avenue and MacArthur Avenue are such that a speed below the default speed zone is appropriate.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The speed limit on Lakeshore Road between Eisner Avenue and MacArthur Avenue shall be 25 miles per hour

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the official sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

8.4

Gen. Ord. No. 4 - 12 - 13. By Alderperson Bohren. May 7, 2012.

AN ORDINANCE relating to changing the speed limit on Lakeshore Road between Eisner Avenue and MacArthur Avenue as specified in Section 1 below.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. An ordinance to change the speed to 25 mph on Lakeshore Road between Eisner Avenue and MacArthur Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James a Bohren

PPW

approve
Subs ord.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.5

Subs. of Gen. Ord. No. 5 - 12 - 13. By Alderperson Van Akkeren.
May 21, 2012

AN ORDINANCE granting authority to delete the four red flashing beacons located at the four-way stop intersection of N. 8th Street and Geele Avenue.

WHEREAS, G.O. 166-85-86 provides for a four way stop at N. 8th Street and Geele Avenue; and,

WHEREAS, at the time of passage, flashing red beacons were placed atop the stop signs to warn of the new four-way stop; and,

WHEREAS, the flashing beacons are no longer needed or cost-effective.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The Department of Public Works and the Police Department are hereby authorized and directed to remove the flashing beacons atop the four-way stop signs.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.5

Gen. Ord. No. 5 - 12 - 13. By Alderperson Van Akkeren. May 7, 2012.

AN ORDINANCE to delete the four red flashing beacons located at the four-way stop intersection of N. 8th street and Geele Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", at the intersection of N. 8th Street and Geele Avenue as to delete the four flashing red beacons.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPB approve Subs Ord.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

May 10, 2012

James Bohren, Alderman
1526 Knoll Crest Drive
Sheboygan, WI 53081

Dear Alderman Bohren

I would like to request that the agreement between Pop's Corn, LLC and the City of Sheboygan be amended. I feel that I am not a transient merchant and should be considered a permanent merchant. Article #1 states:

1. Transient Merchant License: A City of Sheboygan transient merchant license shall be obtained from the office of the City Clerk.

To further support my request, please refer to the municipal code, Section 78-26 Definitions,

Permanent merchant means any person who, for at least one year prior to the consideration of the application of this article to the merchant:

(1) Has continuously operated an established place of business in the local trade area among the communities bordering the place of sale; **(this my third year of operation)** ***or***
(2) Has continuously resided in the local trade area among the communities bordering the place of sale and now does business from his residence.

Transient merchant means any individual who engages in the retail sale of merchandise at any place in this city temporarily and who does not intend to become a permanent merchant for such place.

I would be more than happy to attend the next meeting of the Public Works Committee to discuss this in greater detail.

Sincerely,
Harold Biebel
Harold Biebel
Owner

Richards, Sue

From: Alderperson Jim Bohren
Sent: Monday, May 14, 2012 8:58 AM
To: Richards, Sue
Cc: Long, Linda; Alderperson Jodi Vander Weele; Alderperson Julie Kath; Adams, Chuck; Hoffman, Kathryn
Subject: FW: Emailing: scan0001
Attachments: scan0001.pdf

Sheboygan City Clerk Sue Richards - Sue

Please include the attached letter from Mr. Harold Biebel of "Pop's Corn" as a document for the 5/21/12 Common Council Meeting. Please refer it to the Law & Licensing Committee. Thanks.

Alderman Jim Bohren
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.395.2230
jim.bohren@ci.sheboygan.wi.us
2012 - 2013 Committee Assignments
Chairman, Committee of the Whole
Chairman, Public Works Committee
Finance Committee
Strategic Fiscal Planning Committee
Sheboygan Transit Commission
Board of Marina, Park and Forestry Commissioners

Distribution System -- March 2012

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Date Installed	Size ("), Jt	Installed By	Type

Total Valves Installed = 0

Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type

Total Valves Removed = 0

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By

Total Hydrants Installed = 0

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?

Total Hydrants Removed = 0

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Size

Total Water Main Breaks = 0

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0.00	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	0	
Number of water main breaks repaired	0	
Number of hydrants installed	0	hydrants
Number of hydrants removed or abandoned	0	
Number of hydrants maintained or moved	0	
Number of street valves installed	0	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	1	

HIGH LIFT DELIVERY QUARTERLY REPORT 2012

I. FIRST QUARTER — Jan - Feb - Mar

	GALLONS	COST $	$/MG
2011	1,013,952,000	$208,281.37	$205.42
2012	953,936,000	$184,335.55	$193.24
Percent Difference	-5.92%	-11.50%	-5.93%

II. SECOND QUARTER — Apr - May - Jun

	GALLONS	COST $	$/MG
2011	1,106,909,000	$203,210.96	$183.58
2012	0	$0.00	#DIV/0!
Percent Difference	-100.00%	-100.00%	#DIV/0!

III. THIRD QUARTER — Jul - AUQ - Sep

	GALLONS	COST $	$/MG
2011	1,333,406,000	$220,359.05	$165.26
2012	0	$0.00	#DIV/0!
Percent Difference	-100.00%	-100.00%	#DIV/0!

IV. FOURTH QUARTER — Oct - Nov- Dec

	GALLONS	COST $	$/MG
2011	1,044,958,000	$191,047.99	$182.83
2012	0	$0.00	#DIV/0!
Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE: 2012

ELECTRICITY CHEMICALS NATURAL GAS	GALLONS	COST $	$/MG
2011	4,499,225,000	$822,899.37	$182.90
2012	953,936,000	$184,335.55	$193.24
Percent Difference	-78.80%	-77.60%	5.65%

YEAR TO DATE: 2012

	GALLONS	COST $
SLUDGE DISPOSAL 2011	6,988,050	$47,799.02
SLUDGE DISPOSAL 2012	1,207,070	$42,481.01
SLUDGE DISPOSAL Percent Difference	-82.73%	-11.13%
STORM WATER CHARGES 2012	NA	$0.00

HIGH LIFT SYSTEM DELIVERY:

Maximum Pumpage Day	14,766,000	March 14,2012
Minimum Pumpage Day	6,694,000	January 8, 2012

	MG	$	$/MG
2011	4,499,225,000	$822,899.37	$182.90
2012	953,936,000	$184,335.55	$193.24

Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - March 31, 2012

Account #	Utility Operating Income	1-Jan-12 to 31-Mar-12	1-Jan-11 to 31-Mar-11	Increase or (Decrease)
400	Operating Revenue	1,630,417	1,626,116	4,301
401	Operating Expenses	842,426	615,817	226,609
402	Maintenance Expenses	155,746	130,594	25,152
403	Depreciation Expenses	278,402	260,083	18,319
403	Taxes	233,174	228,325	4,849
	Total Operating Expenses	1,509,749	1,234,819	274,930
	Utility Operating Income	120,668	391,297	(270,629)
	Other Income			
419	Interest Earned on Investments	2,040	5,055	(3,015)
421	Contributions	0	0	0
	Other Expense			
407	Bond Interest Expense	87,510	96,571	(9,061)
Net Income as of March 31, 2012		35,199	299,781	(264,582)

Note: 2012 Net Income reduced primarily due to lump sum meter purchase and delay in billing expense allocations.

Sheboygan Water Utility
Financial Statement of March 31, 2012
Balance Sheet Including Net Income

Account #		Debit Balance	Credit Balance
	Utility Plant in Service	46,972,417	
107	Construction Work in Progress	1,775,287	
111	Accumulated Provision for Depreciation of Utility Plant		13,726,880
125	Bond Redemption Fund	664,819	
125	Appropriated Funds Invested for Plant Expansion and Payables	0	
126	Depreciation Fund	0	
128	Other Special Funds Employee Pensions (ICMA, Wisc Def Comp)	1,354,776	
128	Other Special Funds Health Ins	0	
135	Working Funds	550	
136	Temporary Cash Investments	3,579,200	
142	Customer Accounts Recievable	977,189	
145	Receivables from Municipality	435,730	
154	Materials and Supplies	246,485	
163	Stores Expense	0	
157	Health Care FSA	0	
165	Prepayments	38,352	
171	Interest and Dividends Receivable	0	
181	Misc Deferred Debits		
184	Transportation Expense	0	
200	Capital Paid in by Municipality		1,640,701
216	Unappropriated Earned Surplus		28,191,003
221	Long Term Debt Bonds		9,126,398
223	Advances from Municipality		275,410
232	Accounts Payable		608
236	Taxes Accrued		715,590
272	Interest Payable on Bonds		151,109
251	Bond Premium		2,804
242	Misc. Current & Accrued Liab		5,002
253	Misc Deferred Credits		295,273
285	Medical Insurance Fund		0
263	Other Special Funds Employee Pensions		1,354,776
265	Accrued Employee Benefits		524,052
425	Amoritization of Pre 2003 Depreciation		0
	Utility Net Income		35,199
		56,044,805	56,044,805

General Fund	2012		2013
Total Expenses	$ 34,662,000	Total Expenses	$ 34,413,000
Adjustments		Adjustments	
Elections	(130,000)	Police Squads	160,000
Police Act 32		General Liability	100,000
Contributions	(250,000)	Worker's Comp	130,000
Escalation-2013	508,000		
Estimated 2013	$ 34,790,000		$ 34,803,000
Expenses			
		Total Revenue	$ 33,953,000
		Total Expense	34,803,000
		Shortfall	850,000
		Garbage Fee	$ 869,000
		NET	$ 19,000

Sheboygan County
Planning & Conservation Department

ADMINISTRATION BUILDING 508 NEW YORK AVENUE SHEBOYGAN, WI 53081-4126
PHONE (920) 459-3060 FAX (920) 459-1371
EMAIL: plancon@co.sheboygan.wi.us

DIRECTOR
AARON C. BRAULT

15 May 2012

Sheboygan County's Nonmotorized Transportation Pilot Program, Urban Middle School, North High School, and the City of Sheboygan Police Department have been working on a new initiative known as Paint the Pavement. The project, which is expected to be the first of its kind in the state, involves a group of residents painting a mural on an intersection. Due to more in-depth collaboration with the neighbors adjacent to the original project location, a new location at 12th Avenue and School Street has been decided upon by the aforementioned neighbors and the Paint the Pavement organizers. Art students and teachers from both schools would paint the intersection in mid to late June.

Submitted by:
Emily Vetting
Project Specialist, Nonmotorized Transportation Pilot Program
(920) 459-3062
vettiegv@co.sheboygan.wi.us

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

HSBC Bank USA, National Association,
as Trustee for Wells Fargo Home Equity
Trust 2004-2
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Rita A. Smith
a/k/a Rita Alicia Camano
1222 Huron Ave
Sheboygan, WI 53081-3348

John Doe Smith
1222 Huron Ave
Sheboygan, WI 53081-3348

Defendants,

City of Sheboygan
807 Center Ave
Sheboygan, WI 53081-4414

Sheboygan County
Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Discover Bank
502 E Market St
Greenwood, DE 19950-9700

Fifth Third Bank
601 Abbot Rd
East Lansing, MI 48823-3366

Added Defendants.

AMENDED SUMMONS

Case No. 11-CV-0342

The Honorable
Terence T. Bourke

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

MW
7 May 12

CLERK CIRCUIT COURT
FILED
2012 MAY -1 A 10: 52

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The amended complaint, which is attached, states the nature and basis of the legal action.

CC: ATTY'S OFFICE, JIM AMODEO, BARB OLM, LAURIE SUHRKE

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of April, 2012

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
033256F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

HSBC Bank USA, National Association,
as Trustee for Wells Fargo Home Equity
Trust 2004-2
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Rita A. Smith
a/k/a Rita Alicia Camano
1222 Huron Ave
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John Doe Smith
1222 Huron Ave
Sheboygan, WI 53081-3348

Defendants,

City of Sheboygan
807 Center Ave
Sheboygan, WI 53081-4414

Sheboygan County
Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Discover Bank
502 E Market St
Greenwood, DE 19950-9700

Fifth Third Bank
601 Abbot Rd
East Lansing, MI 48823-3366

Added Defendants.

AMENDED COMPLAINT

Case No. 11-CV-0342

The Honorable
Terence T. Bourke

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

CLERK CIRCUIT COURT
FILED
2012 MAY -1 A 10: 52
SHEBOYGAN COUNTY
WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Rita A. Smith a/k/a Rita Alicia Camano.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $84,366.49 together with interest from the 1st day of April, 2011.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all added defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the added defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Smith has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rita A. Smith a/k/a Rita Alicia Camano.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 30th day of April, 2012.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

Loan Number: RITASMITH

APRIL 30, 2004 [Date] | WAUKESHA [City] | WISCONSIN [State]

1222 HURON AVE, SHEBOYGAN, WISCONSIN 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 92,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST CHOICE MORTGAGE, A WISCONSIN CORPORATION (CFL # 596). I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at W229 N1433 WESTWOOD DRIVE, SUITE 103, WAUKESHA, WISCONSIN 53186 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 601.90.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits.

Borrower Initials:

EXHIBIT A

WI3501.not

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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep

Borrower Initials: _____

EXHIBIT A

the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Rita A. Smith (Seal)
RITA A. SMITH -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of
WELLS FARGO BANK, N.A.
without recourse
this 4 day of 5/04

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Thomas J. Ender VP, Mtg. Banking
First Choice Mortgage
W229 N1433 Westwood Dr. Suite 103
Waukesha, WI 53186

[Sign Original Only]

EXHIBIT A

WF

1732964

SHEBOYGAN COUNTY, WI
RECORDED ON

05/11/2004 12:22PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 39.00
TRANSFER FEE:

STAFF ID 8
TRANS 0 42828

0 OF PAGES: 15

MORTGAGE

Document Number: Loan Number: RITASMITH

Return Address: FIRST CHOICE MORTGAGE
W229 N1433 WESTWOOD DRIVE, SUITE 103
WAUKESHA, WISCONSIN 53186

Parcel I.D. Number: 59281700470

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated APRIL 30, 2004 , together with all Riders to this document.
(B) **"Borrower"** is RITA A. SMITH, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is FIRST CHOICE MORTGAGE

Lender is a CORPORATION organized and existing under the laws of WISCONSIN
Lender's address is W229 N1433 WESTWOOD DRIVE, SUITE 103, WAUKESHA, WISCONSIN 53186
Lender is the mortgagee under this Security Instrument.
(D) **"Note"** means the promissory note signed by Borrower and dated APRIL 30, 2004
The Note states that Borrower owes Lender NINETY TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. $ 92,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2034
(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]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☒ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

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

Borrower Initials: Rita A S

EXHIBIT B

15

(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 of SHEBOYGAN :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 42 FEET OF THE SOUTH 50 FEET OF LOT 8 AND THE WEST 48 FEET OF THE SOUTH 50 FEET OF LOT 9, BLOCK 24, ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
A.P.N. #: 59281700470

which currently has the address of 1222 HURON AVE
[Street]
SHEBOYGAN , Wisconsin 53081 ("Property Address"):
[City] [Zip Code]

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

Borrower Initials: _____ _____ _____ _____ _____ _____

EXHIBIT B

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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

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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.

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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.

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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

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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.

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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

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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

Borrower Initials: _____ _____ _____ _____ _____ _____

EXHIBIT B

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

Borrower Initials: _____ _____ _____ _____ _____ _____

EXHIBIT B

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

Borrower Initials: _____ _____

EXHIBIT B

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

Rita A. Smith (Seal)
RITA A. SMITH -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

_____

Witness:

_____

(Space Below This Line For Acknowledgment)

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on APRIL 30, 2004
by RITA A. SMITH

DEBORAH E. MIKUSH NOTARY PUBLIC STATE OF WISCONSIN

(Seal)

Deborah E. Mikush
DEBORAH E. MIKUSH Notary Public

My commission expires. 08/05/06

This instrument was drafted by:
HOLLY KRECKLE

EXHIBIT B

Loan Number: RITASMITH

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30th day of APRIL, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST CHOICE MORTGAGE, A WISCONSIN CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1222 HURON AVE, SHEBOYGAN, WISCONSIN 53081
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Borrower Initials: _____ _____ _____ _____ _____ _____

EXHIBIT B

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Borrower Initials: _____ _____

EXHIBIT B

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

RITA A. SMITH (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EV... TB

i. Rights of the spouse of Rita A. Smith a/k/a Rita Alicia Camano, if married, and if the property is homestead or marital property.

j. Federal Tax Liens, if any, against the spouse of Rita A. Smith a/k/a Rita Alicia Camano, if married, and if the property is homestead or marital property.

k. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.

l. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.

m. A Mortgage from Rita A. Smith, an unmarried woman to First Choice Mortgage in the original amount of $92,800.00.
Dated: April 30, 2004 Recorded: May 11, 2004
Document No: 1732964

The foregoing mortgage has been assigned to Wells Fargo Bank, N.A., by assignment.
Dated: June 16, 2004 Recorded: June 18, 2004
Document No: 1737175

n. A Mortgage from Rita A. Smith to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081 in the original amount of $4,838.00.
Dated: November 9, 2004 Recorded: February 2, 2005
Document No: 1756879

o. Judgment Case: 09CM1473
Docketed: May 20, 2010
Debtor: Rita A. Smith
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $248.00

p. Order for Change of Name, Rita Alicia Smith a/k/a Rita Alicia Camano.
Dated: September 13, 2004 Recorded: September 13, 2004
Document No: 1744851 (Copy attached)

r. Judgment Case: 11CV242
Docketed: April 13, 2011
Debtor: Rita A. Smith
Creditor: Discover Bank, PO Box 3025, New Albany, OH 43054
Amount: $5,677.42
Attorney: Jonathan J. Cattey

s. Judgment Case: 11CV352
Docketed: August 29, 2011
Debtor: Rita A. Smith
Creditor: Fifth Third Bank, 1830 East Paris Avenue SE, Grand Rapids, MI 49546
Amount: $43,403.57
Attorney: Melissa A. Fitzgerald

NOV 15 '12 PM 2:09

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Bank Mutual
4949 West Brown Deer Road
Milwaukee, WI 53223-0988

Plaintiff,

vs.

David A. Neese
906 Forest Ave
Sheboygan, WI 53081-7829

Defendant,

Bank Mutual
4949 W Brown Deer Rd
Milwaukee, WI 53223-2421

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Added Defendants.

AMENDED SUMMONS

Case No. 11-CV-1282

The Honorable
Timothy M. Van Akkeren

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

MW
16 May 12

CLERK CIRCUIT COURT
FILED
2012 MAY 11 A 11:41
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The amended complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the amended complaint,

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, BARB OLM

and you may lose your right to object to anything that is or may be incorrect in the amended complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of May, 2012

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
038693F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Bank Mutual
4949 West Brown Deer Road
Milwaukee, WI 53223-0988

Plaintiff,

vs.

David A. Neese
906 Forest Ave
Sheboygan, WI 53081-7829

Defendant,

Bank Mutual
4949 W Brown Deer Rd
Milwaukee, WI 53223-2421

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Added Defendants.

AMENDED COMPLAINT

Case No. 11-CV-1282

The Honorable
Timothy M. Van Akkeren

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

CLERK CIRCUIT COURT
FILED
2012 MAY 11 A 11:41
SHEBOYGAN COUNTY
WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by David A. Neese.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $93,740.15 together with interest from the 14th day of May, 2011.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all added defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the added defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due the plaintiff from the mortgagor defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 9th day of May, 2012.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

April 14th, 2006 [Date] | Sheboygan [City] | Wisconsin [State]

3020 N 13th Street
Sheboygan, WI 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 100,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Bank Mutual

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.550%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on June 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on May 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4949 West Brown Deer
Milwaukee, WI 53224-9533 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 635.36

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

ORIGINAL DOCUMENT
SENT TO INVESTOR

EXHIBIT A

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

David A Neese (Seal) -Borrower

David A Neese

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

PAY TO THE ORDER OF

_____

[Sign Original Only]

WITHOUT RECOURSE
BANK MUTUAL

BY _____
Kathryn E. Krausert - Vice President

EXHIBIT A

1798126

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
05/12/2006 09:40AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 39.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 6
TRANS # 80305
OF PAGES: 15

DOCUMENT NUMBER

NAME & RETURN ADDRESS

Bank Mutual
4949 West Brown Deer
Milwaukee, WI 53224-9533

PARCEL IDENTIFIER NUMBER
59281711900

GTI-5248 [Space Above This Line For Recording Data]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 14th, 2006, together with all Riders to this document.
(B) "Borrower" is David A Neese, An unmarried person

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Bank Mutual

Lender is a Savings Bank
organized and existing under the laws of The United States of America

EXHIBIT B

Lender's address is 4949 West Brown Deer, Milwaukee, WI 53224-9533

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated April 14th, 2006 .
The Note states that Borrower owes Lender ONE HUNDRED THOUSAND AND 00/100 Dollars
(U.S. $100,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2036 .
(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]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used 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.

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EXHIBIT B

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

Lots Two (2) and Three (3), Block Six (6), according to the recorded Plat of Lake Shore Division, in the City of Sheboygan, Sheboygan County, Wisconsin.

This is homestead property.

which currently has the address of 3020 N 13th Street [Street]
Sheboygan [City], Wisconsin 53083 [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

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EXHIBIT B

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

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EXHIBIT B

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

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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

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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

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

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

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

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

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

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

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

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

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EXHIBIT B

(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.

Initials: DN

EXHIBIT B

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.

Initials DN

EXHIBIT B

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

Initials DN

EXHIBIT B

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.

Initials: PN

EXHIBIT B

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

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

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

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

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

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

Initials: DN

EXHIBIT B

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

Witnesses:

_____ _____ (Seal)
David A Neese -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

EXHIBIT B

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this April 14, 2006 by David A Neese

My Commission Expires:

5-24-09

Amber A Bossler

Notary Public, State of Wisconsin

AMBER A. BOSSLER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by

Eric Hickey
4949 West Brown Deer
Milwaukee, WI 53224-9533

EXHIBIT B

The following are the requirements to be complied with:

a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

b. Payment to the Company of the premiums, fees and charges for the policy:

c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. An action to foreclose the Mortgage from David A. Neese, an unmarried person to Bank Mutual in the amount of $100,000.00 dated April 14, 2006 and recorded May 12, 2006 as Document No. 1798126 should be duly prosecuted to judgment, sale and confirmation of sale.

2. Deed from the Sheriff of Sheboygan County to the Plaintiff named or to be named in the foreclosure action called for in Schedule B-Section I.

3. The amount of insurance shown on Schedule A must be increased to an amount equivalent to the full value of the subject premises before the policy will be issued. At such time, an additional charge will be made in conformity with established rates.

4. An action to foreclose the above-described mortgage was commenced in Case No. 2011CV001282 filed on December 22, 2011 , with Lis Pendens recorded December 28, 2011 as Document No. 1936460 .

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2012 , not yet due or payable.
10. Covenants, conditions, restrictions, easements, servitudes, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the public land records, or (ii). appear in, are shown on, or are referenced in any recorded plat or certified survey map.
11. Possible homestead and marital property rights of the spouse of the insured if the proposed deed is to run to a married individual.
12. Judgments and/or liens, if any, docketed or filed against the prospective owner of the subject premises. Further report will be made as to such judgments and liens when we are advised as to the name of the prospective owner.
13. Rights of spouse, if any.
14. Storm, sewer, drainage and sanitary district assessments, if any
15. Certificate of Compliance Rental Unit Energy Efficiency Standards recorded August 20, 2001, in Volume 1866 of Records, at Page 802, as Document No. 1608133.
16. Mortgage from David A. Neese, as an individual to Bank Mutual in the amount of $39,463.00 dated July 31, 2006 and recorded August 3, 2006 as Document No. 1805022 .
17. Mortgage from David A. & Carmen J. Neese to City of Sheboygan, Wisconsin, Department of City Development in the amount of $1,927.00 dated May 25, 2010 and recorded June 2, 2010 as Document No. 1902247 .

LIEN REPORT

MAY 7 '12 PM12:00

Date 5-1-12

My name is TERRY L. Cook SR.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1413 W. Ave Sheboygan WI.

Signature Terry L. Cook Sr

Phone No (920) 288-9467

MAY 14 '12 PM 1:38

Date April 22, 2012

My name is DANNY BEEMAN.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1332A North 7th [redacted] st Sheboygan, WI 53081.

Signature Danny Beeman

Phone No (920) 287-5762

MAY 11 '12 PM 4:12

Date 5-11-12

My name is LORENZO SARABIA.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1311 N 29ST

_____.

Signature _____

Phone No 920 627-6433

Sheboygan Fire Department

Quarterly Report of Departmental Activity for the period 01/01/2012 – 03/31/2012

SHEBOYGAN FIRE DEPARTMENT

1st QUARTER INCIDENT REVIEW

January:

On 1/8/2012 the Sheboygan Fire Department responded to the south side Walmart Super Center, 3711 S. Taylor Drive to provide emergency medical care to the victims of a shooting. After patients were transported from the scene, the fire department supplied its command post vehicle to assist the police in their investigation of the scene.

On 1/8/2012 the fire department responded to a report of a vehicle over the embankment between Lakeshore Drive and Lake Michigan, near Mead Avenue. The first units (the engine and med unit from Station 2) arrived within three minutes and personnel repelled down the embankment to the vehicle below which was resting on its roof. They were able to make immediate contact with the driver of the vehicle, assess his injuries and direct responding units regarding a rope evolution for removal. Arriving units assisted by rigging ropes so that access to the scene below could be made safely. The driver was extricated from the vehicle and placed onto a long board and into a stokes basket for removal. It was decided that it would be safer to remove the victim by boat rather than up the steep embankment. Flight for Life was directed to respond as were the SFD, Kohler Fire Department and Cedar Grove Fire Department boats. It was off season and the Incident Commander decided to dispatch several agencies to ensure a timely response. The victim was transported from the scene, by boat, to the waiting Flight for Life helicopter which had already arrived and was waiting several blocks away along the shore. The patient was transported to Froedtert Hospital in Milwaukee. The vehicle was totaled. Damage is estimated at approximately $4,000.

1/10/2012 – The Sheboygan Fire Department responded to a fire in a closet at a multi-family apartment building located at 3515 N. 10th Street. The caller reported smoke and flames visible. Occupants had evacuated by the time fire units arrived. Firefighting personnel exposed the involved area which was underneath an exterior door which led to an upper porch. Door frame and siding were removed to insure the fire was completely out. The adjacent room was ventilated and occupants were allowed to return to the building in a short period of time. One of the involved apartment's occupants had a medical issue while units were on scene and was treated and transported by on scene firefighter/paramedics. The medical issue appeared to be unrelated to the actual fire and its products of combustion. The fire cause is undetermined. After insuring the fire was completely out, units cleared the incident after approximately 40 minutes.

On 1/13/2012 the fire department responded to a report of a possible carbon monoxide leak at 633 N. 6th Street. The tenant reported that it was a possible reason for feeling ill for several days. Hearing that, Commander 513 also responded. Upon arrival, firefighters obtained a reading of 240 parts per million of natural gas and 35 parts per million of CO. These readings were obtained around a boiler in the basement. The boiler was shut down, the residence was ventilated, and Commander 513 directed dispatch to have Wisconsin Public Service respond. It was found that the gas pipes were clogged with carbon, leading to the leak. The property owner was notified and assured Commander 513 that repairs would be made immediately.

On 1/15/2012 the Sheboygan Fire Department responded to a report of a vehicle on fire at 1810 North Avenue. Firefighters arrived to find an engine compartment fully involved. They were able to quickly extinguish the fire before it spread further. The cause was undetermined. The vehicle was totaled, with damage estimated at approximately $2,500.

On 1/18/2012 the Sheboygan Fire Department was dispatched to 1346 Carl Avenue for a report of smoke detectors sounding in the residence. Upon arrival, fire units discovered the upper units filled with smoke. The source of the smoke was residual grease on the stovetop that ignited while the occupant was heating a kettle. Fire units proceeded to use power fans to ventilate the area. Firefighters checked the area around the stove to insure the fire had not spread to the structure. Units cleared the scene.

On 1/20/2012 at 9:19 pm, the fire department was dispatched to the Pizza Hut at 2727 S. Business Drive for a strong odor of plastic burning near the counter area. Fire units responded and after a systematic search of the restaurant with a thermal imaging camera, they were able to discover an overheated motor in the attic area. The motor ran an air handling unit. The power was shut off to the unit and the entire area was checked to insure there was no further danger of fire. After advising the manager of the situation discovered, all units cleared the scene.

On 1/25/2012 at approximately 9:29 pm, the Sheboygan Fire Department Dispatch Center received a report of the odor of natural gas in the home located at 1923 N. 7th Street. Fire units responded and did discover the presence of natural gas leaking from a gas shut off valve at the range connection in the upper unit. An additional leak was discovered near a gas pipe union connection at the furnace. Wisconsin Public Service was notified and a repair technician was dispatched to the scene. Fire units ventilated the apartments and monitored the gas leaks until the repair technician arrived. After briefing the repair person, the fire department cleared the scene.

1/31/2012 - at approximately 5:30 pm, Commander 513 received a request from the City of Sheboygan Police Department to respond to the area of 4243 Gateway Drive, the J L French Co., for the report of a bomb scare. They stated that the administration from J L French requested that a fire department vehicle stand by while a bomb threat was being investigated by police. Commander 513 directed dispatch to have Ladder 5 respond to the area, code 2. Commander 513 also directed Ladder 5 to maintain radio and phone silence while en route and on scene. This was per bomb scare protocols adhered to by both departments. Ladder 5 was released by the SPD approximately 1 ½ hours later without incident.

February:

On 2/17/2012 at approximately 10 pm, the Sheboygan Fire Department Dispatch Center received a report of a vehicle on its roof and the driver/occupant needing extrication. This incident was located behind Faith Technologies, 4738 S. Taylor Dr. in the back loading dock area. A multiple unit alarm for extrication was subsequently dispatched. Ladder 5, Engine 2, Med 3, Rescue 3, and Engine 1 responded to this call. Ladder 5 was the first fire suppression unit to arrive on scene. Firefighters found that the vehicle had been travelling northbound on Racetrack Road and failed to negotiate the curve. The vehicle continued travelling north and went down a slight embankment and over a four foot retaining wall, coming to rest on its side in the parking lot. Contact was made with the driver, who was still in the vehicle. She indicated she was alone and uninjured. Cribbing was placed under the vehicle. The cribbing substantially stabilized the vehicle and a decision was made to remove the occupant via an open moon roof. Med 3 arrived on scene and Firefighter/Paramedics assessed the occupant. She refused transport. Ladder 5 stood by until the vehicle was removed by a wrecker.

On 2/8/2012 at approximately 6:19 pm, the Sheboygan Fire Department Dispatch Center responded to the 3000 block of Calumet Drive, Evergreen Park, for a report of an individual that was hurt on a trail in the park. Rescue 3 and Med 3 arrived on scene and crews proceeded to the corner of N. 36th St. and Bonnie Court, where they were met by two parties who indicated the patient was on a trail and had hurt her ankle. They stated she was approximately 1 to 1.5 miles back on this trail. The SFD officer decided to see if an outside fire department had an all terrain vehicle to help extricate this individual from the woods. Contact was made with Kohler Fire Department. Rescue 3 assisted Med 3 with splinting the patient's ankle and getting her packaged for the ride out of the woods. Kohler Fire Department arrived at 7:01 pm. The patient was packaged and placed on a long board. Rescue 3 assisted Med 3 and

Kohler responders in moving the patient to the ambulance. After the patient was in the ambulance, Rescue 3 and Kohler fire units cleared the scene.

On 2/21/2012 at approximately 12:48 am, the Sheboygan Fire Department Dispatch Center received a report of a smell of gasoline in a house located at 1431 N. 11th Street. Firefighters arrived on scene and were lead to a basement area where a small amount of gasoline was spilled on the basement floor earlier in the day. Sand was placed on the spill to absorb the excess liquid. Fire personnel assessed the situation and assisted the occupant by advising him to remove the gasoline soaked sand and ventilating the area. The gasoline can had already been removed to the outside. The actual odor was slight and it was determined there was no longer a significant risk to the tenants. Fire units cleared the scene.

2/21/2012 – the Sheboygan Fire Department responded to the report of a structure fire at 1530 N. 7th Street. Upon arrival, firefighters quickly extinguished what appeared to be a small rubbish fire, lapping up the side of the vacant house outside the rear porch entrance. It was quickly determined that the fire visible from the outside had originated inside the rear entrance. Forcible entry was made to the interior of the rear porch. Firefighters encountered heavy smoke and flames which were extinguished quickly. The fire had been smoldering in the walls of the structure, forcing firefighters to tear apart ceilings and walls in that area of the house. Additional areas of fire and smoldering structural members were encountered and extinguished. Heavy smoke and heat conditions were found throughout the structure, and windows were removed for ventilation. Firefighters successfully stopped the fire from advancing to the second floor and attic by acting quickly and performing extensive overhaul. Extensive smoke and heat damage was prevalent throughout the basement and first floor with additional damage on the second floor. There were no injuries. Damage was estimated at $60,000.

March:

On 3/12/2012 at approximately 10:00 am; the Sheboygan Fire Department received a still alarm at Station 4. An elderly female requested our assistance at her home at 1208 Pershing Avenue to check on a red container in her basement that she felt may contain a flammable substance. The fire department responded, non emergency, to assist in identifying the contents of this container. After meeting with the occupant, firefighters were able to determine the substance was wood deck sealer and the container was properly sealed. Upon the occupant's request, we took the container and stored it in her garage. Prior to leaving, we assisted the occupant with checking her smoke detectors. We found two low batteries and assisted the occupant in replacing them with new ones. The detector system was now properly functioning. Units cleared the address.

On 3/18/2012 Med 3 was returning from the hospital to Station 3 and encountered a vehicle collision located at N. 10th St. and Superior Ave. A police officer was on scene and advised Med 3 of one patient sitting in a vehicle. Med 3 determined that extrication was needed and requested that Rescue 3 and Engine 1 respond. Rescue 3 arrived on scene. Firefighters found a 2003 Ford Explorer, facing west, nosed into a tree in front of 1432 N. 10th St. The vehicle was involved in multiple crashes, starting with a light pole at N. 9th St. & Superior Ave. Another collision occurred at N. 10th St. & Superior Ave. The driver then proceeded south on 10th Street and struck two parked cars. Med 3 personnel found a driver sitting in his vehicle. The door was jammed and needed to be removed. Rescue 3 personnel used the spreaders and cutters to remove the driver's door. Engine 1 personnel put absorbent on the fluid spill and also assisted Med 3 paramedics with patient care. Med 3 transported the patient to the hospital. Rescue 3 and Engine 1 remained on scene to provide lighting and manpower assistance for the accident investigation. When police had completed their investigation, Rescue 3 personnel swept up debris and cleared the scene at 07:02 am.

On 3/22/2012 at approximately 05:47 am, the Sheboygan Fire Department Dispatch Center received a report of a multi-car accident with injuries located in front of 2701 Washington Ave. Initially, a two unit medical response was dispatched. Engine 2 arrived on scene and requested extrication units for a

patient trapped inside one of the vehicles. Extrication units arrived on scene, and personnel from Rescue 3, under the direction of Captain R. Bauer, began extricating the patient from the vehicle. Med 3, Engine 1, and Ladder 5 personnel assisted with vehicle stabilization, battery disconnects, applying absorbent for fluid leaks, setting up lighting, taking pictures of the scene and preparing the patient for transport. Engine 2 supplied a charged 1¾" hose line with foam ready. There was no fuel leaking from either vehicle. After the patient was extricated, Med 3 and Engine 1 were released from the scene. Med 2 transported the patient to the hospital. Fire units remained on scene to assist police in their accident investigation.

SHEBOYGAN FIRE DEPARTMENT

1st QUARTER FIRE CHIEF'S REPORT

In preparation for hiring 6 replacement Firefighter/Paramedics due to 8 recent retirements, the department ran an assessment center for 42 candidates supplied by Fox Valley Technical College. Of the 42 candidates, only 20 chose to participate. The assessment center consisted of an opening interview with staff members, a problem solving scenario, a medical skills/patient assessment evaluation, a report writing station, and a 70' aerial ladder climb. Candidates were rated on a 10 point scale for each evolution. The ladder climb was a pass/fail event. From this list, the top performers were chosen for interview with the Police and Fire Commission. The Commission subsequently compiled a 12 person list for hire. The 5th and 10th ranked candidates refused the offer of employment due to residency requirements. Candidate #4 chose a job offer with the City of Pleasant Prairie over Sheboygan. Candidates #3 and #9 did not meet the psychological examination criteria. The 7th ranked candidate did not meet the requirements for obtaining a State of Wisconsin Paramedic License. Candidates 1, Lucas Siewert, 2, Chris St. Pierre, 6, Nicholas Hoepfner, and 8, Adam Loose, took the oath of office on April 2nd. Candidates 11 and 12 are currently in the hiring process, with a projected hiring date of June 4th.

On January 8th, while responding to an incident involving a car that had gone over the cliff on Lakeshore Drive, the fire boat encountered an ice shelf and shallow water in the Sheboygan River, and rocks were subsequently drawn into the impeller of one of the engines. The engine sustained significant damage requiring it to be completely rebuilt. The repairs, along with a complete inspection, were performed by Thomson Marine and the boat is back in service in the marina.
With the retirement of the Fire Department mechanic, a transformation to utilizing DPW mechanics for service work was undertaken. Many of the supplies and a $40,000 lift were moved to the DPW to assist with the implementation. To date, the transformation has gone very smoothly. A couple of larger maintenance issues have been taken care of, as well as initial routine maintenance checks on most of the vehicles. My compliments to Mark Pawasarat, Rick Ney, Mark Stains, and the DPW on the entire process.

The trial period of taking the Shift Commanders off of 56 hour weeks and placing them on 40 hour weeks was undertaken in January. It continues today, but the schedule will be revised somewhat in May. Functionally it has been a success, allowing the department to catch up in areas where it had been falling behind administratively. However, the on-call component has been an ongoing concern for me.

The re-organization/remodeling of the headquarters station main offices was completed. Four offices and the main reception area were updated at a cost of $3500. Fire Department personnel assisted with the entire project.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	9	0.85%
113 - Cooking fire, confined to container	13	1.23%
131 - Passenger vehicle fire	3	0.28%
142 - Brush or brush-and-grass mixture fire	1	0.09%
151 - Outside rubbish, trash or waste fire	2	0.19%
160 - Special outside fire, other	1	0.09%
251 - Excessive heat, scorch burns with no ignition	2	0.19%
300 - Rescue, EMS incident, other	5	0.47%
311 - Medical assist, assist EMS crew	42	3.96%
321 - EMS call, excluding vehicle accident with injury	763	71.98%
322 - Motor vehicle accident with injuries	21	1.98%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.28%
324 - Motor vehicle accident with no injuries.	3	0.28%
350 - Extrication, rescue, other	1	0.09%
352 - Extrication of victim(s) from vehicle	5	0.47%
353 - Removal of victim(s) from stalled elevator	2	0.19%
411 - Gasoline or other flammable liquid spill	4	0.38%
412 - Gas leak (natural gas or LPG)	7	0.66%
413 - Oil or other combustible liquid spill	2	0.19%
422 - Chemical spill or leak	3	0.28%
424 - Carbon monoxide incident	5	0.47%
442 - Overheated motor	4	0.38%
444 - Power line down	5	0.47%
445 - Arcing, shorted electrical equipment	5	0.47%
463 - Vehicle accident, general cleanup	2	0.19%
500 - Service Call, other	1	0.09%
511 - Lock-out	1	0.09%
522 - Water or steam leak	5	0.47%
542 - Animal rescue	3	0.28%
551 - Assist police or other governmental agency	6	0.57%
553 - Public service	2	0.19%
554 - Assist invalid	31	2.92%
561 - Unauthorized burning	12	1.13%
600 - Good intent call, other	3	0.28%
611 - Dispatched & cancelled en route	5	0.47%
621 - Wrong location	1	0.09%
622 - No incident found on arrival at dispatch address	2	0.19%
631 - Authorized controlled burning	4	0.38%
651 - Smoke scare, odor of smoke	2	0.19%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.19%
671 - HazMat release investigation w/no HazMat	3	0.28%
714 - Central station, malicious false alarm	2	0.19%
715 - Local alarm system, malicious false alarm	2	0.19%
721 - Bomb scare - no bomb	1	0.09%
731 - Sprinkler activation due to malfunction	2	0.19%
732 - Extinguishing system activation due to malfunction	1	0.09%
733 - Smoke detector activation due to malfunction	12	1.13%
735 - Alarm system sounded due to malfunction	7	0.66%
736 - CO detector activation due to malfunction	12	1.13%
740 - Unintentional transmission of alarm, other	1	0.09%
741 - Sprinkler activation, no fire - unintentional	2	0.19%
743 - Smoke detector activation, no fire - unintentional	6	0.57%
744 - Detector activation, no fire - unintentional	1	0.09%
745 - Alarm system activation, no fire - unintentional	12	1.13%
746 - Carbon monoxide detector activation, no CO	3	0.28%
TOTAL INCIDENTS:	1060	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Sheboygan Fire Department

Sheboygan, WI

This report was generated on 5/16/2012 3:52:19 PM

Property Values versus Losses per Incident for Date Range

Start Date: 01/01/2012 | End Date: 03/31/2012

INCIDENT #	PRE-INCIDENT VALUE	LOSSES
2012-00108	$2,941,400.00	$700.00
2012-00127	$25,000.00	$25,000.00
2012-00134	$100,050.00	$1,500.00
2012-00596	$117,700.00	$105,000.00
2012-00909	$1,131,800.00	$5,000.00
2012-00914	$100.00	$100.00
Totals:	**$4,316,050.00**	**$137,300.00**

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

II

Other Matters

9.2

R. O. No. 410 - 11 - 12. By CITY CLERK. April 4, 2012.

Submitting various license applications for the period ending June 30, 2012 and June 30, 2013.

Law & Lic
4/16/12 - grant all licenses except hold Metzner, Pospichal + refer to L.&L. of new CC
5/7/12 - hold Pospichal + deny Metzner
5/21/12 - Pospichal denied

Susan Richards
City Clerk

CHANGE OF PREMISES (PERMANENT)

No.	Name	Address
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - adding to the current premise the 2nd floor storage.

CHANGE OF PREMISES

No.	Name	Address
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day event to be held 4/28/12 & 5/5/12 to include parking lot north & east of current premises.
1411	Tommy's Bar	2335 N. 15th St. - one-day event to be held 5/5/12 to include the North Parking lot.
2760	Weimann's Sports Center	4604 S. Business Dr. - three-day event to be held 6/22/12 to 6/24/12 to include outdoor tent in the parking lot to the West of the building. (Make-A-Wish)

BEVERAGE OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9530	Bakewell, Aaron M J	1312 N. 15th St.
9521	Battistine, Sara K.	520 S. 8th St.
9532	Ditter, Lisa K.	2521 Leon Ct.
9528	Haleem, Hana	410 New York Ave.
9526	Jacobs, Kelly M.	2110 N. 11th St.
9531	Mueller, Maegan A.	1447 S. S. 21st St.
9529	Roelse, Mackenzie P.	3710 Larkspur Way
9533	Roethel, David J.	1617 N. 24th St.
9524	Strysick, Jeremiah R.	725A Kentucky Ave.
9527	Zimmermann, Kale M.	1537 N. 35th St.

II

TAXICAB BUSINESS LICENSE (June 30, 2012)

No.	Name	Address
2887	Abby 1 Taxi, LLC	1516 Michigan Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2012)

No.	Name	Address
9522	Metzner, Tyler M.	1512 N. 35th St., #201
9520	Pospichal, Holly M.	2708 N. 7th St.

VII

6.8

R. C. No. 400 - 11 - 12. By FINANCE. April 16, 2012.

Your Committee to whom was referred Res. No. 182-11-12 by Alderperson Sampson authorizing a transfer of appropriations in the 2012 Budget (establishing appropriation for 2012 Mead Library Budget Modifications for Merit Plan and Building Maintenance); recommends filing document.

Hammond / Sampson
Cc & Ad
File Res.
Hammond / Bohren
Refer to
Finance new C.C.
all ayes.
approve

James A. Bohren

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.7

Res. No. 182 - 11 - 12. By Alderperson Sampson. April 4, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for 2012 Mead Public Library Budget Modifications for Merit Plan:

FROM	TO	AMOUNT
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Library-Administration Salaries & Benefits 25551100-5XXXXX	$6,205
	Library-Adult Services Salaries & Benefits 25551110-5XXXXX	$5,470
	Library-Building Operations Salaries & Benefits 25551120-5XXXXX	$5,125
	Library-Children's Services Salaries & Benefits 25551140-5XXXXX	$4,940

Finance
Lost - (4-1)

Mead Library Fund Library-Building Operations Gas Utility 25551120-525140	Mead Library Fund Library-Children's Services Salaries & Benefits 25551140-5XXXXX	$3,095
	Library-Circulation Services Salaries & Benefits 25551150-5XXXXX	$9,755

Establishing appropriation for 2012 Mead Public Library Budget Building Maintenance:

FROM	TO	AMOUNT
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Library-Building Operations Building Maintenance 25551120-524110	$9,675

Kevin Sage

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

6.6

Res. No. 8 12 - 13. By Alderpersons Hammond, Dekker, Bohren, Carlson and Donohue. May 7, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for purchase of IT Equipment from IT Fund reserves:

FROM	TO	AMOUNT
IT Fund Unreserved Retained Earnings 707-272000	IT Fund IT Equipment 70717100-642200	$37,167

Initial approve

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

6.7

Res. No. 9 - 12 - 13. By Alderpersons Hammond, Dekker, Bohren, Carlson and Donohue. May 7, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for Sheboygan River Habitat Restoration with the WI Dept of Natural Resources:

FROM	TO	AMOUNT
Capital Projects Fund State Grant 40032100-434211	Capital Projects Fund Contractor Services 40032100-521900	$3,352,000

Finance approve.

James a Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DATE RECEIVED 5-17-12

RECEIVED BY 2-12

CLAIM NO. Lorry

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 17 '12 PM 3:15

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Cindy Boeldt
2. Home address of Claimant: 4215 North Field Dr.
3. Home phone number: 207-5327.
4. Business address and phone number of Claimant: –
5. When did damage or injury occur? (date, time of day) 5-11-12 Approx 12:
6. Where did damage or injury occur? (give full description) my glasses Fell when I was shoved into the back seat of the squad car
7. How did damage or injury occur? (give full description) when I was shoved in to the back of the squad car I my glass Fell on the ground. I asked the officer to pick up my glasses and he just shut the door then I asked again for my glassed I was ignored I asked several times
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: McCarthy

   (b) Claimant's statement of the basis of such liability: Officer was negligent by put my glass on top of the squad car

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: no

   (b) Claimant's statement of basis for such liability: no

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, CHIEF DOMOGALSKI,

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No injury precription glasses were ~~bate~~ broke beyond repair

11. Name and address of any other person injured: no

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: $

Property: $ ~~371.20~~

Personal injury: $

Other: (Specify below $ 371.20

perscription glasses

Damaged vehicle (if applicable) No

Make: Model: Year: Mileage:

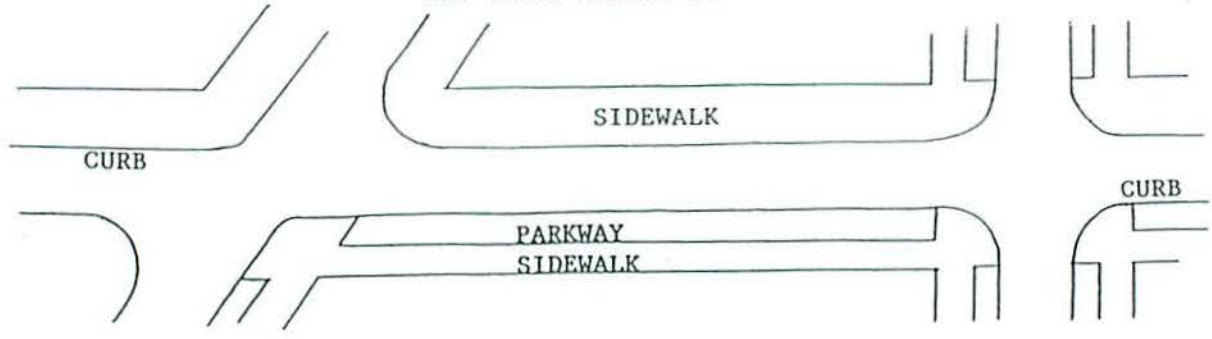
Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS

FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Cindy Boelcet Date: 5-17-12

DATE RECEIVED 5-17-12

RECEIVED BY 5-21-12

CLAIM NO. Llory

CLAIM

Claimant's Name: Cindy Boeldt

Claimant's Address: 4215 North Field Dr.
Sheboygan 53083

Claimant's Phone No. 920-207-5327

Auto $

Property $ ~~371.20~~

Personal Injury $

Other (Specify below) $ 371.20

Perscription glasses

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 371.20.

SIGNED: Cindy Boeldt

DATE: 5-17-12

ADDRESS: 4215 North Field Dr.

Wisconsin Vision, Inc. (WVI) STORE: 330-1 05/11/12
SALES DATA ENTRY RECORDS: 12 12:04 PM

Invoice No.: 188633 Optician: 330-016162 Drewieske, Maureen
Trans. Type: Invoice Patient: 330-018217 Cindy Boeldt
Market Code: RWI Doctor: 330-020000 Garlich, Jaclyn E
Retail - Walk In Ins. Plan:

Disc. Plan: LST List Price

Invoice Subtotal: 371.20

Ln	Job	Item No.	Description	Tax	Qty	Price	Ext
1)	-E1-	147841514818	LC 415 1Z9(WINEROSE)48	P	1	135.20	135.20
2)	-E1-	21411065	ZEISS GT-2 3DV PLASTIC	P	2	118.00	236.00
3)	-E1-	no coats					
4)							
5)							
6)							
7)							
8)							
9)							
10)							

Is the Above Correct?
(Yes, No, Job, Contact, Tax, <1-4>):[Yes]

WISCONSIN VISION
2229 S. Memorial Place
Sheboygan, WI 53081
(920) 458-9301

MAY 17 '12 PM12:48

To whom it may concern:

My name is Steve Hamilton and I am a registered sex offender requesting to move in with my girlfriend Kris Lawson who has three daughters ages: 18, 20, 23 and the relationship I have with the girls is nothing but positive and respectful. I am currently living at 1243 Trimberger Ct here in Sheboygan but I would like to move in with my girlfriend considering she will be living alone and I could help her with her finances and do the necessary yard work for her. We have been together now for over 4 years and we love each other very much. My P.O. Josh Butzen has approved ~~to~~ let us live together and now I am asking that I be approved by you.

Sincerely,

Steve Hamilton

920-254-2655